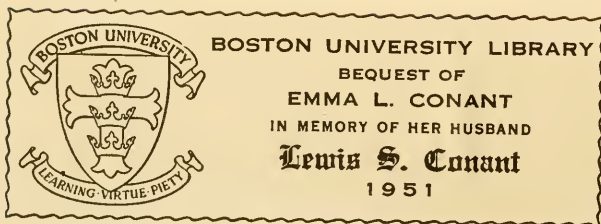
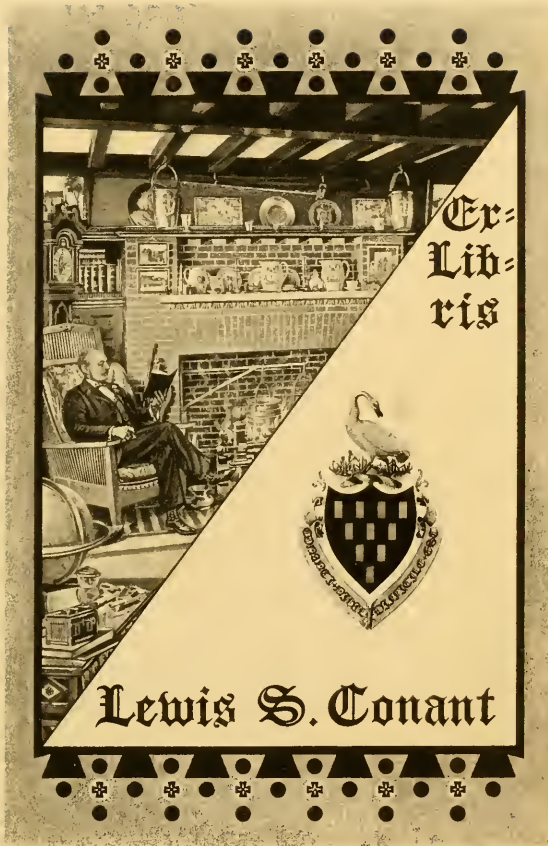


Swans

THOMAS
WILLIAMS
BICKNELL





THOMAS WILLIAMS BICKNELL

Sowams

With Ancient Records
of Sowams and Parts
Adjacent — Illustrated

By

Thomas W. Bicknell

1908

ASSOCIATED PUBLISHERS OF AMERICAN RECORDS
NEW HAVEN, CONNECTICUT

No. 260

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BY

THOMAS W. BICKNELL

PROVIDENCE, R. I.

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Foreword

This book, Sowams, is the product of forty years of honest work. My brain, conscience, and heart are in it. My native town, Barrington of 1908, the civil community that has been founded on the territory of Ancient Sowams, has been a faithful fostering mother to me and I have tried to be a loyal son;—loyal to her traditions, her history, and her present life. I am proud of the fact that the Great Sachem, Osamequin, better known as Massassoit, with his trusty, dusky tribesmen, dwelt on Barrington soil. I am proud of the fact that

Governor William Bradford,
Captain Myles Standish,
Governor Thomas Prince,
Governor Edward Winslow,
Governor Josiah Winslow,
Captain Thomas Willett,
John Adams,

Thomas Clark,
John Winslow,
Knelm Winslow,
Experience Winslow,
William White,
Resolue White,
Peregrine White,

and

Thomas Cushman,

the distinguished Founders of Plymouth town and Colony and Fathers of the American State, were the actual founders and owners of our noble town in its embryo life.

I am proud that Rev. John Myles and his associates, founded on Barrington soil the First Baptist Church of Massachusetts, and that this apostle of civil and religious freedom sleeps in Barrington soil, where probably the great Massassoit also rests in peace.

I am proud of the men and women who have builded on these grand foundations.

My prayer is that the future sons and daughters of Barrington, as the generations and centuries come and go, may be faithful to the principles of the immortal Founders of this town and of the Plymouth Commonwealth, may preserve their traditions, and have no cause to blush for the men and deeds of our own time.

Dedicatory

The Book of ANCIENT SOWAMS, I dedicate to my honored grandfather,

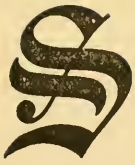
Joshua Wicknell

Farmer's Son ; Farmer ; Soldier in the War of the American Revolution ; Representative and Senator in the General Assembly ; Associate Justice of the Supreme Court ; Counsellor ; for forty years Treasurer of the Congregational Church, Barrington, R. I.

His Purity, Nobility, Integrity, and Justice merited the title, "Old Aristides."

"Of no man may it be more justly said, he has lived devoted to the best interests of Rhode Island. No man more ardently loved his country."

Preface



OWAMS is the result of much reading, of careful, painstaking study, of much discussion, public and private, and of an honest and deliberate judgment. As to the correctness of my main arguments and conclusions, I have no more doubt than I have of my own existence.

The errors of some writers as to the location of Sowams are readily traced to the acceptance of very partial and unreliable data. Few men have the patience and fewer still the material for original historical investigation, and repeat what another has written. It has been my privilege to have had my birth and early home within the Indian territory known as Sowams. About the year 1870, it was my good fortune to find, in the possession of the town clerk of Warren, the original records of Sowams, which had been lost to the proprietors for many years. At the death of Brigadier-General Thomas Allin of West Barrington in 1800, this ancient book was at his home. No one now living can trace its wanderings from the home of the last proprietors' clerk to the possession of Henry Hicks Luther of Warren. The most that can be said is that town clerks and proprietors' clerks were in the habit of freely loaning record books to their friends, or others interested, as other books are loaned to-day, and it has been my fortune to find and return to their proper ownership four valuable books of original records thus loaned. Two of these books were no less than the Ancient Records of the town of Swansea, dating back to 1667, which were found in a box in the attic of a meat market on Baker Street, near the Baptist Church, Warren, Rhode Island, in 1870. These books had been loaned to Honorable Levi Bosworth, a justice of the Supreme Court of Rhode Island, by the town clerk of Swansea. After the death of both these gentlemen, no one, not even the new town clerk of Swansea, knew where these precious documents were. General Fessenden remarked to me that "Judge Bosworth was a good bookkeeper," and that if I could find any remnants of his estate,

which had been settled several years before, I might come across the books. Following this clue, I found the treasure in a box of cast-off material in the possession of a member of the Bosworth family, and, after using, returned them to their home in the safe of Town Clerk Luther, at Swansea.

The Sowams Record Book was undoubtedly loaned to some person in Warren, and, in course of time, came into the hands of Mr. Luther. It is to Mr. Luther's credit, as a very honest and honorable man, that he never claimed that it belonged to the town of Warren, or that its records related especially to Warren. On the other hand, he admitted that it was a Barrington book that had come into his possession and when the matter of its return to the town of Barrington was discussed and acted upon by the town council of Warren, April 2, 1877, Mr. Luther was among the first to recognize its proper ownership.

The following copies of records will set at rest some questions under discussion as to the present possession of the book by the town of Barrington:

BARRINGTON, R. I.,

"MONDAY, MARCH 26TH, A. D. 1877.

At a meeting of the Council held this day at two o'clock afternoon, members present, Harrison H. Richardson, Benjamin Martin, Nathaniel Peck, John C. Burrington, Lewis B. Smith.

The following resolution was passed by the Council.

"Whereas it is known that a volume of ancient records entitled A Memorial or Records of Lands at Sowams alias Sowamsett belonging to this town is now in the possession of the town of Warren where it is held awaiting a requisition from the proper authorities of this town; Now therefore be it resolved that the Town Clerk be and he is hereby instructed to communicate to the Hon. the Town Council of the Town of Warren the request of this Council that said volume of records may be delivered to the said Town Clerk who is hereby authorized to receipt for the same.

"Resolved that a duly attested copy of these Resolutions be transmitted to the Hon. the Town Council of the Town of Warren."

From Council Records. Attested by Town Clerk, Frederick P. Church.

TOWN COUNCIL.

WARREN, APRIL 2, 1877.

President C. R. Cutler in the chair. All members present.

A paper from the Town Council of Barrington asking for the custody of a book of ancient proprietors' records was presented. Inasmuch as these records related especially to portions of the town of Barrington, the request was granted, and it was voted that the book be transferred to the Town Council of the Town of Barrington."

From report of Meeting of Town Council of Warren, R. I., printed in *Providence Journal*, April 4, 1877.

BARRINGTON, R. I.

Council Report, presented to the Town Meeting held April 6th, 1877, and recorded in the printed Report for that year at page 9.

"We have the gratification to announce that through the courtesy of the Town Council of the Town of Warren, we have recovered a volume of ancient records of inestimable value to this town, but which has been lost to us for many years. The following inscription in bold antique characters appears upon the title page:

'A memorial or Booke of Records of ye Severall Divissions & bounds of ye Lands at Sowames Als Sowamsett and parts adjacent purchased of ye Great Sachems Ossamequin & Wamsetto his eldest sonne by certaine Gentlemen of ye Antient Inhabitants of the Colony of New Plymouth N E by Order of ye Genl Court as by Deed bearing date Twenty Ninth day of March 1653 May Appear.'

H. H. Richardson.

Benjamin Martin.

Nathaniel Peck.

John C. Burrington.

Lewis B. Smith.

Town Council."

From Town Council Reports Attested by Town Clerk, F. P. Church.

So far as is known to the author, this is the first complete work on an ancient New England Proprietary, the basis of most old New England land titles. To the lawyer and conveyancer it will be an authority as to early land titles. To the historian it will be a full account of the settlement of one of the most unique plantations made by the pioneers and ancient settlers of Plymouth. To the general reader it will be a clear and vivid portrayal of the questions of civil and municipal life, nearly three centuries ago.

This ancient Proprietary, known as Sowams, the Home of Osamequin, better known as Massassoit, will appear under four headings or chapters:

I. History of the Great Sachem, Massassoit, and His Relations with the Plymouth Colony and Sowams.

II. The Sowams Records, Printed Verbatim from the Original, from 1653 to 1797.

III. The Sowams Proprietary, Its Founders, Location and History; Its Merging in Swansea, Mass., and Other Towns.

IV. Sowams.

V. Purposes, Organization, and Laws of a New England Proprietary.

I am indebted to all writers on early New England history as to the history of Sowams and Massassoit. The chapter on Purposes, Organization, and Laws of a New England Proprietary is a condensation and revision of Angell and Ames on Proprietaries, the best, and almost the only authority on this important topic.

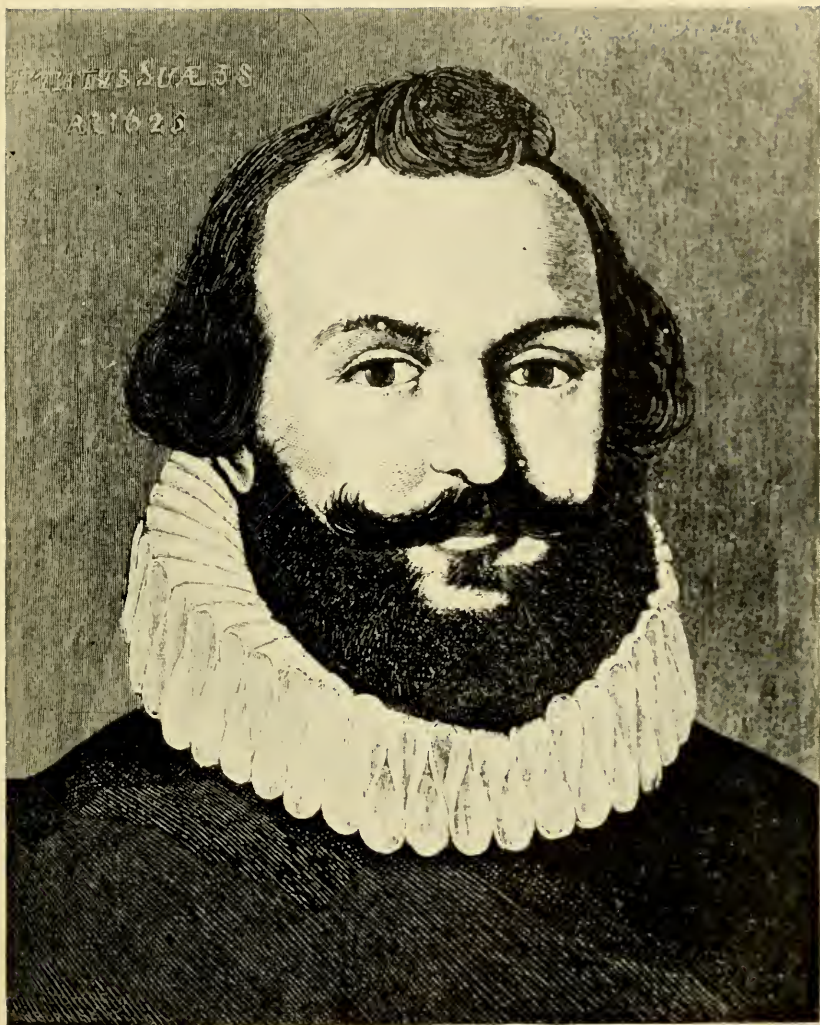
The "Sowams Records" are presented in as perfect a form as possible, even to the preservation of the spelling and punctuation. The excellence of the chirography appears in the photographs of the title page and fine paging of the body of the book, closing with the final record of General Thomas Allin, the last proprietors' clerk.

I commit this volume, unique and interesting as it is, to the intelligence and judgment of all interested people, assured that the truth will stand more secure with the lapse of years and that honor will fall where it shall be due.

I DEDICATE
SOWAMS
TO
THE MEMORIES OF
MY FATHER
ALLIN BICKNELL
AND
MY MOTHER
HARRIET BYRON BICKNELL
OF
BARRINGTON, R. I.

CHAPTER I

CONTAINING A HISTORY
OF THE GREAT SACHEM
MASSASSOIT AND HIS
RELATIONS WITH THE
PLYMOUTH COLONY AND
SOWAMS



CAPTAIN MYLES STANDISH
A Sowams Proprietor

Massassoit

THE "Mayflower," the ship which brought the first Pilgrims to New England, set sail from Plymouth, Old England, September 6, 1620, and, after a stormy and perilous voyage, arrived at Cape Cod, November, 11. O. S., finding safe anchorage in Provincetown Harbor. Governor Bradford, the first historian of Plymouth Plantation, writes: "Being thus passed ye vast ocean, and a sea of troubles before in their preparation, they had now no friends to wellcome them, nor inns to entertain or refresh their weather-beaten bodys, no houses or much less townes to reparaire too, to seeke for succoure. It is recorded in scripture as a merci to ye apostle and his shipwracked company, yt the barbarians shewed them no smale kindnes in refreshing them, but these savage barbarians, when they mette with them (as after will appeare) were readier to fill their sids full of arrows then otherwise. . . . Besids, what could they see but a hidious and desolate wilderness, full of wild beasts and wild men? And what multitudes ther might be of them they knew not. . . . For summer being done, all things stand upon them with a wether beaten face; and ye whole countrie full of woods and thickets, represented a wild and savage heiw." Surely, this was not a hopeful prospect, as these Pilgrims and strangers looked out upon the New World, which was to be their home, and, by the wonderful blessing of the Divine Guidance, the future homes of millions of their descendants. What more natural thing could these brave men and women do than to fall upon their knees and bless the God of Heaven, "who had brought them over ye vast and furious ocean, and delivered them from all ye periles and miseries thereof, againe to set their feete on ye firme and stable earth, their proper elemente."

On the fifteenth of November, Captain Myles Standish, with sixteen well-armed men, went on shore for an examination of the country. Marching about a mile by the shore, they saw five or six savages, with a dog, coming toward them. Seeing Standish and his men, the Indians ran into the woods, and then on the sandy shore, followed by Standish, who wished to meet and speak with them. Following the Indian trail until night, Standish and his men camped in the woods. The next day they found a pond of fresh water, and shortly after cleared ground where the Indians had planted corn. Further on, they came to a place where a house had been and a great kettle had been left. Digging into heaps of sand, Standish found "diverce faire Indian baskets filled with corne, and some in eares, faire and good, of diverce collours, which seemed to them a very goodly sight." This was the first reconnaissance on Cape Cod.

A few days later, thirty men went on shore and in their wanderings found two deserted Indian houses covered with mats and sundry implements in them. They also found corn and beans which they took with them, and saved as seed for the next year's planting.

The first interview of the Pilgrims with the Indians was in an attack made on a reconnoitering party about Cape Cod Bay in the early part of the month of December. The Indians, with their bows and arrows, were no match for the muskets and coats-of-mail of the white men. "Aterwards," says Bradford, "they gave God sollamene thanks and praise for their deliverance, and gathered up a bundle of their arrows, and sente them into England afterwards by ye mr. of ye ship, and called that place ye first encounter."

Bradford tells us that the Indians frequently skulked about their settlement at Plymouth, and when any went to meet them would run away. Once some Indians stole the tools of the settlers while they were at dinner. On March 16, 1621, an Eastern Indian, who could speak broken English, came to Plymouth and told them many things concern-

ing the Indians of his own section, now the Kennebec Country in Maine, "as also of ye people hear, of their names, number, and strength; of their situation and distance from this place, and who was cheefe among them." He gave his name as Samoset and told them of another Indian, named Squanto, who had been in England and could speak English better than he. He was dismissed with gifts, but came again with five Indians, bringing back the tools that had been stolen. On this visit, Samoset told the whites that the great chief of the tribe, Massassoit, would visit Plymouth in four or five days, with Squanto as an interpreter.

This interesting and remarkable interview, fraught with such momentous results to both parties, is best told by an eye-witness and I give entire the story as given in "Mourt's Relations."*

"Thursday, the 22nd of March, 1621, was a very fayre warme day. About noone we met again about our publique busnesse, but we had scarce beene an houre together but Samoset came again, and Squanto, the only native of Patuxat, where we now inhabite, who was one of the twentie captives that by Hunt were carried away, and had beene in England & dwelt in Cornehill with master Slanie, a Merchant, and could speake a little English, with three others, and they brought with them some few skinnnes to trucke, and some red Her-rings newly taken and dried, but not salted, and signified unto us, that their great Sagamore, Masasoyt—was hard by, with Quadequina his brother, and all their men. They could not well express in English what they would, but after an houre the King came to the top of an hill over against us, and had in his trayne sixtie men, that wee could well behold them, and they us; we were not willing to send our governour to them, and they unwilling to come to us, so Squanto went againe unto him, who brought word that wee should send one to parley with him, which we did, which was Edward Winsloe, to know his mind, and to signifie the mind and will

*Ed. 1865. Edited by Henry M. Dexter. p. 90, *et seq.*

of our governour, which was to have trading and peace with him. We sent to the King a payre of knives and a Copper Chayne with a Jewell at it. To Quadequina we sent likewise a Knife and a Jewell to hang in his eare, and withall a Pot of strong water, a good quantity of Bisket, and some butter, which were all willingly accepted. Our Messenger made a speech unto him, that *King James* saluted him with words of love and Peace, and did accept of him as his Friend and Alie, and that our governour desired to see him and to trucke with him, and to confirm a peace with him as his next neighbour; he liked well of the speech and heard it attentively, though the interpreters did not well express it; after he had eaten and drunke himself, and given the rest to his company, he looked upon our messengers sword and armour which he had on, with intimation of his desire to buy it, but on the other side, our messenger showed his unwillingness to part with it; In the end he left him in the custodie of Quadequina, his brother, and came over the brooke, and some twentie men following him, leaving all their Bows and Arrows behind them. We kept six or seaven as hostages for our messenger: Captain Standish and master Williamson met the King at the brooke, with half a dozen Musketiers, they saluted him and he them, so one going over, the one on the one side, and the other on the other, conducted him to an house then in building where we placed a greene Rugge, and three or four cushions, then instantly came our Governour with Drumme and Trumpet after him, and some few Musketiers. After salutations, our Governour kissing his hand, the King kissed him, and so they sat down. The Governour called for some strong water, and drunke to him, and he drunke a great draught that made him sweate all the while after, he called for a little fresh meate, which the King did eate willingly, and did give his followers. Then they treated of Peace, which was:

“1. That neyther he nor any of his should injure or doe hurt to any of ours.

"2. And if any of his did hurt to any of ours, he should send the offender, that we might punish him.

"3. That if any of our Tooles were taken away when our people were at worke, he should cause them to be restored, and if ours did any harm to any of his, wee would doe the like to them.

"4. If any did unjustly warre against him, we would ayed him; If any did warre against us, he should ayde us.

"5. He should send to his neighbour Confederates, to certifie them of this, that they might not wrong us but might be likewise comprised in the conditions of Peace.

"6. That when their men came to us, they should leave their Bowes and Arrowes behind them, as wee should doe our Peeces when we came to them.

"Lastly, that doing thus, *King James* would esteeme of him as his friend and Alie; all which the King seemed to like well, and it was applauded of his followers, all the while he sat by the Governour he trembled for feare; At the close of the interview he acknowledged himself content to become the subject of our Sovereign lord, the King aforesaid and his successors; and gave unto them all the lands adjacent to them and their heirs forever.

"In his person he is a very lustie man, in his best yeares, an able body, grave of countenance and spare of speech: In his Attire little or nothing differing from the rest of his followers, only in a great Chaine of white bone Beades about his necke, and at it behinde his necke, hangs a little bagg of Tobacco, which he dranke and gave us to drinke; his face was paynted with a sad red like murry, and oyled both head and face, that hee looked greasily; All his followers likewise, were in their faces, in part or in whole paynted, some blacke, some red, some yellow, and some white, some with crosses, and other Antick workes, some had skins on them, and some naked, all strong, tall, all men in appearance; So after

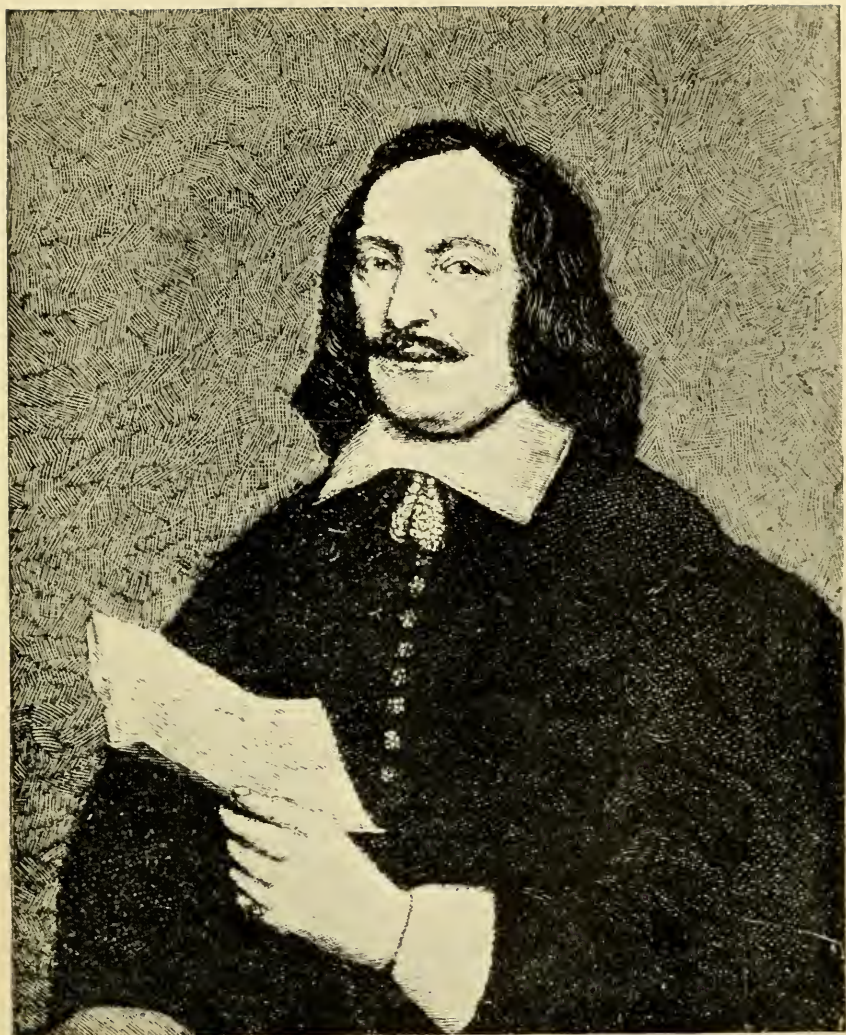
all was done, the Governour conducted him to the Brooke, and there they embraced each other and he departed, we diligently keeping our hostages."

Bradford adds: "After these things he returned to his place called Sowams, some 40 mile from this place, but Squanto continued with them, and was their interpreter, and was a spetiall instrument sent of God for their good beyond their expectation. He directed them how to set their corne, where to take fish, and to procure other commodities, and was also their pilott to bring them to unknown places for their profit, and never left them till he dyed."

Massassoit, or Osamequin, who was thus introduced to Gov. Carver and the Pilgrims, was the chief sachem of the Wampanoags, a powerful tribe of Indians, occupying the territory of Southeastern Massachusetts, south of the country of the Massachusetts tribe, with the Atlantic Ocean and Narragansett Bay on their eastern, southern and western bounds. He was born about 1580 and died in 1661. The true name of the sachem was Osamequin, Ousamequin or Woosamequin, meaning "The yellow feather," from *ousa*, yellow and *mequin*, a feather. His signature to the Sowams' deed is Osamequin and this was his tribal name. The word Massassoit, meaning "the great sachem," is from the two Indian words, *massa great*, and *assot*, king or ruler, the title given him by the Plymouth people as a synonym with his real name, Osamequin, by which he was later known.

The names of his ancestors and wife are not known. He had two brothers, Akkompoin and Quadequina. Massassoit had three sons, Wamsitta (Alexander), Pometacon (Philip), and Sunconewhew; and one daughter, whose English name was Amie.

His son Alexander, married Namunpum, or Weetamo, Queen of Pocasset.



EDWARD WINSLOW, GOVERNOR
A Sowams Proprietor

His son, Philip, married Wootonekanuske, sister of Weetamo. Philip had one son.

Quadequina, brother of Massassoit, is said to have been "a very proper, tall young man, of a very modest and seemly countenance," and held a high place in the government of the tribe.

Akkompoin was one of Philip's counsellors, signed deeds and made treaties.

Wamsitta assisted his father, Massassoit, in the government of the tribe, and, at his father's death in 1661, succeeded to the chief sachemship. In 1662, Wamsitta and his brother, Pometacom, requested the whites to give them English names, and the Plymouth Court gave to Wamsitta the name of Alexander and to Pometacom the name of Philip, in honor of the Macedonian Conquerors.

The introduction between the Pilgrims and Massassoit, in March, 1621, as already described, was the first contact and bond of union between the whites and the natives. The visit of the Indians was kindly reciprocated in July of the same year, when Edward Winslow and Stephen Hopkins were despatched on a visit to Sowams. This was the first attempt of the English to explore the interior, their object being to gain a knowledge of the Pokanoket country, the land of the Wampanoags, "to apologize for some misbehavior, to establish and to regulate an intercourse, to procure corn, and to strengthen their mutual good understanding." Up to this time the Pilgrims had not set foot outside their little settlement, but now with Squanto as guide, they proceeded on their western exploration, with an intrepidity akin to that of those who now attempt the like service on the frontiers of the far West. They bore as gifts to the Indian chief a horseman's laced coat of red cotton and a chain. The party set out on foot on the morning of the 3d of July, 1621, and at three P. M. of the same day were received with joy at the Indian village of Namasket, in Middleboro', and were refreshed by an Indian repast of bread called

moziun, made of Indian corn, and also with the roes of shad, which were boiled with acorns. Eight miles further on, they reached the Titicut River, where they found the Namasket Indians fishing at a weir, where they caught plenty of bass. The natives exchanged provisions and shared their lodgings with them in the open fields at night. The land was well cleared and productive, and the evidences were manifest of many settlements along the banks of the stream, but the pestilence of the previous years had been so fatal that the living were unable to bury the dead, and many Indian skeletons lay bleaching on the ground. Six of the natives joined them in the morning on their journey, and about three miles below the Taunton Green they reached a fording place where two old Indians on the west bank of the stream prepared to resist their passage. A show of friendship and a bracelet of beads conquered their hostile spirit, and the emigrants or ambassadors were received with the kindest welcome, the natives vying with each other in acts of hospitality, by giving them food, and by kindred acts of civility. In passing down the Taunton River they found evidences that the country had been recently thickly settled, but rank weeds spread over the fertile soil, and desolation now reigned throughout the country.

Traveling on through the Indian country, known as Mattapoiset, in the eastern part of Swansea, they came to an Indian village, where they were fed with fish and oysters and in the afternoon arrived at Sowams, the residence of Massassoit. They discharged their muskets as a salute to the grand sachem, and received from him a hearty welcome. The coat and chain pleased the chief and his people highly, and Massassoit pledged them his constant friendship, promised to prevent any further molestation by his people and to send corn to Patuxet or Plymouth as they requested. He then addressed his own people, spoke of his extensive dominions, and encouraged trade with the English. With all his greatness, however, the royal commissariat was limited to two fishes to be distributed between

forty guests; and between scanty food, filthy cabins and sleepless nights, they were compelled to frame excuses for a hasty departure, and on Friday morning before sunrise they turned their faces towards Plymouth with Tokamahamon as guide. A two days' trip, by the same route as they came, brought the embassy home again, to relate to their friends the wonders of the new country and to receive their congratulations over their successful mission. Winslow and Hopkins were the first white men who ever trod this soil of whom we have any reliable record. Their mission was a peaceful one; they little dreamed, perhaps, that night as they slept by the side of the powerful sachem, that in fifty years or a little more, the little settlement at Plymouth would have extended its plantations and its government over the whole forty miles which they had traversed. And the kind-hearted Indian king had no conception of the fact that half a century would witness the white man's cabin, where then the smoke of his wigwam ascended, or that a new civilization would so soon plant its foundations upon the ruins of this early barbarism.

In March, 1623, tidings came to Plymouth that Massassoit was sick and likely to die, and also that a Dutch vessel had been stranded near his residence. The Indians, when sick, always expected aid from their friends. It therefore, seemed best to Governor Bradford to send another party to visit the chief and to have a conference with the Dutch. The talents of Edward Winslow, his former visit, his friendship to Massassoit, and his knowledge of the Dutch language marked him as the most fit man for the expedition. With him went as a companion, an English gentleman, whose home was in London, but who was sojourning at Plymouth, and who greatly desired to see the Indian country. His name was John Hampden, and it is fitting that his name should be perpetuated in Barrington history, in memory of the visit made to Massassoit in 1623. An Indian, Hobbamock, went as a guide, for Squanto, Winslow's guide

in his first visit, had died some time before. The story is given in Winslow's own graphic words: "We set forward and lodged the first night at Namasket. The next day, about one o'clock, we came to a ferry in Conbitants country. Upon my discharging my piece, divers Indians came to us from a house not far off. They told us that Massassoit was dead and that day buried. This news struck us blank, but especially Hobbamock, who desired that we might return with all speed. I told him I would first think of it, considering now that he being dead, Conbitant was most likely to succeed him, and that we were not above three miles from Mattapuyst, his dwelling-place.

"Although he were but a hollow-hearted friend to us, I thought no time so fit as this to enter more friendly terms with him and the rest of the sachems thereabout; and though it was somewhat dangerous in respect of our personal safety, because myself and Hobbamock had been employed upon a service against him which he might fitly revenge, yet esteeming it the best means, leaving the event to God in His Mercy, I resolved to put in practice if Master Hampden and Hobbamock durst attempt it with me; whom I found willing so that or any other course might tend to the general good. So we went toward Mattapuyst. In the way, Hobbamock brake forth in these speeches: 'My loving sachem, O my loving sachem! Man have I known, but never any like thee.' And turning him to me said, whilst I lived, I should never see his like amongst the Indians; saying also he was no liar, he was not bloody and cruel like other Indians, from anger and passion he was soon reclaimed, easy to be reconciled toward such as offended him; and that he governed his men better with few strokes than others with many; truly loving where he loved; yea he feared we had not a faithful friend left among the Indians; showing how he oftimes restrained their malice, etc.,—continuing a long speech with signs of unfeigned sorrow.

“At length we came to Mattapuyst and went to the sachem’s place, but Conbitant was not there but at Puckanokick, which was five or six miles off. The sachem’s wife gave us friendly entertainment. Here we inquired again concerning Massassoit; that they thought him dead but knew no certainty. Whereupon I hired one to go with all expedition to Puckanokick that we might know the certainty thereof, and withal to acquaint Conbitant with our there being. About half an hour before the sun setting the messenger returned and told he was not dead, although there was no hope we should find him living. Upon this we were much revived, and set forward with all speed, though it was late within night ere we got thither. When we came thither we found the house so full of men as we could scarce get in, though they used the best diligence to make way for us. They were in the midst of their charms for him, making such a hellish noise as it distempered us who were well, and therefore unlike to ease him that was sick. About him were six or eight women who chafed his arms, legs, and thighs to keep heat in him. Having understanding left, but his sight wholly gone, he asked who was come. They told him “Winsnow,” for they cannot pronounce the letter l, but ordinarily use n in place thereof. He desired to speak with me. When I came to him, and they told him of it, he put forth his hand, which I took. Then he said twice, though very inwardly, ‘Keen Winsnow?’ which is to say, ‘Art thou Winslow?’ I answered, ‘Ahhe,’ that is yes. Then he doubled these words: “Matta neen wonchanet nanem, Winslow!” that is to say, ‘O Winslow, I shall never see thee again.’ Then I called Hobamock and desired him to tell Massassowat that the Governor, hearing of his sickness, was sorry for the same, and though by many businesses he could not come himself, yet he sent me with such things for him as he thought most likely to do good in this extremity, and whereof if he pleased to take I would presently give him; which he desired, and having a confection of many comfortable conserves on the point of my knife, I

gave him some, which I could scarce get through his teeth. When it was dissolved in his mouth he swallowed the juice of it, whereat those about him rejoiced, saying that he had not swallowed anything in two days before. Then I desired to see his mouth which was exceedingly furred and his tongue swelled in such a manner as it was not possible for him to eat such meat as they had. Then I washed his mouth and scraped his tongue. After which I gave him more of the confection, which he swallowed with more readiness. Then he desired to drink; I dissolved some of it in water and gave him thereof. Within half an hour this wrought a great alteration in him in the eyes of all that beheld him. Presently after, his sight began to come to him, which gave him and us good encouragement. I inquired how he slept, and they said he slept not in two days before. Then I gave him more and told him of a mishap we had by the way, in breaking a bottle of drink, saying if he would send one of his men to Patuxet, I would send for more of the same; also for chickens to make him broth, and for other things which I knew were good for him; and would stay the return of his messenger if he desired. This he took marvelous kindly, and appointed some, who were ready to go by two or three o'clock in the morning; against which time I made ready a letter.

“He requested me the day following I would take my piece and kill him some fowl, and make him some English pottage, such as he had eaten at Plymouth, which I promised. After, his stomach coming to him, I must needs make him some without fowl, before I went abroad. I caused a woman to bruise some corn and take the flour from it, and set over the broken corn, in a pipkin, for they have earthen pots of all sizes. When the day broke we went out, it being now March, to seek herbs, but could not find any but strawberry leaves, of which I gathered a handful and put into the same; and because I had nothing to relish it, I went forth again and pulled up a sassafras root and sliced a piece thereof and boiled it

till it had a good relish, and then took it out again. The broth being boiled I strained it through my handkerchief, and gave him at least a pint, which he drank and liked it very well. After this his sight mended more and more; also he took some rest; insomuch as we with the admiration blessed God for giving his blessing to such raw and ignorant means, himself and all of them acknowledging us the instruments of his preservation.

“That morning he caused me to spend in going from one to another amongst those who were sick in the town, requesting me to wash their mouths also, and give to each of them some of the same I gave him, saying they were good folk. This pains I took with willingness, though it were much offensive to me.

“After dinner he desired me to get him a goose or a duck, and make him some pottage therewith with as much speed as I could. So I took a man with me, and made a shot at a couple of ducks, some six score paces off, and killed one, at which he wondered. So we returned forthwith and dressed it, making more broth therewith, which he much desired. Never did I see a man so low brought, recover in that measure in so short a time.

“About an hour after he began to be very sick, and cast up the broth, and began to bleed at the nose, and so continued the space of four hours. Concluding now that he must die, they asked me what I thought of him. I answered, his case is desperate, yet it might be would save his life; for if it ceased in time, he could forthwith sleep and take rest, which was the principal thing he wanted. Not long after his blood stayed and he slept at least six or eight hours. When he waked I washed his face, and bathed and supplied his beard and nose with a linen cloth. But on a sudden he chopped his nose in the water and drew up some therein, and sent it forth with such violence as he began to bleed afresh. Then they

thought there was no hope, but we perceived it was but the tenderness of the nostril, and therefore told them I thought it would stay presently, as indeed it did.

"The messengers were returned; but finding his stomach come to him he would not have the chickens killed, but kept them for breed. Many whilst we were there came to see him; some by their report, from a place not less than a hundred miles. To all that came, one of his chief men related the manner of his sickness, how near he was spent, how his friends, the English, came to see him, and how suddenly he recovered to him this strength they saw. Upon this recovery, he brake forth into these speeches; 'Now I see the English are my friends, and love me, and whilst I live I will never forget this kindness they have showed me.' Being fitted out for our return, we took leave of him; who returned many thanks to our Governor, and also to ourselves for our labor and love; the like did all that were about him. So we departed."

Says Cotton Mather: "The fees he (Massassoit) paid his English doctor, were a confession of the plot among several nations of the Indians to destroy the English." This information was most timely to the English, and enabled them to ward off the threatened conspiracy which had been formed between the Massachusetts tribe and the people to the south and west of Plymouth, which Massassoit had been often and urgently solicited to aid in carrying out. The cause of the jealousies and combinations against the whites at this time was owing to the unkind treatment of the natives by a company of men, called "Weston's Plantation of Settlers," from the name of their leader. The character of these settlers was profligate and unprincipled, and after they had become reduced to extreme penury by their idleness and dissolute habits, excited the ill-will of the Indians by fraudulent dealings and by theft. Massassoit advised Winslow, that the English should make an immediate attack upon the Massachusetts, lest after the tribes had destroyed the Weymouth settle-

ment, they should fall upon the people of Plymouth, and easily destroy them.

The prompt and brave action of Myles Standish, with his "little army of eight men," soon put an end to this destructive plot, by the slaughter of a few of the leaders among the Massachusetts and the dispersion of the rest into the unhealthy swamps where disease and death made conquest of many of them. When the pious Robinson heard of these deeds, he was much grieved and said: "Oh that you had converted some, before you had killed any." Thus the humane acts of Winslow and Hampden, in saving, by providential aid, the life of Massassoit, were repaid by friendly counsels, which preserved the infant colony from complete extermination. While an Indian's revenge is proverbial, his gratitude should also be kindly remembered, and the dwellers in Plymouth and Bristol counties ought ever to cherish in grateful memories the name of Massassoit of Sowams, who saved their ancestors and their colony from a premature and an inevitable destruction.

The path broken and trodden between Sowams and Plymouth by the pioneers, Winslow, Hopkins, and Hampden, became in process of time a well-beaten highway for the interchange of the products of the chase for the implements of civilization used in husbandry and hunting. Although, as the elder Cushman justly said: "the first care of the Plymouth adventurers was to settle religion before either profit or advantage," yet the circumstances of their colonization demanded the utmost use of every opportunity offered to secure money, to repay their outfit and the traders who had aided their new establishment in the new world. They were not greedy of amassing money or lands for their own sake, so much as to meet the large demands made upon them in the first years of their settlement by the London and Plymouth merchants. From England they received cloth, coats, hatchets, hoes, knives, kettles, plates, shoes, powder, shot and guns. These they exchanged with the Indians for the

furs of beaver, mink and otter, and the skins of deer and foxes, which they shipped to England; and their tours of inspection among the Massachusetts, the Kennebecks, the Wampanoags and the Manhattoes, were mainly to establish friendly commercial relations.

It is said that Governor Winslow, on his return from a western tour, visited again his friend Massassoit, whom he solicited to accompany him to Plymouth. When they approached the settlement, the chief sent an Indian messenger privately to inform the whites that Winslow was dead. Great grief came over them at such tidings, until the arrival of the party, when to their happy surprise, Winslow made his appearance with the rest. When asked why he sent such word, Massassoit replied: "That they might be more glad to see him when they came." While Squanto and Hobbamock acted as agents for the colonists in their traffic, frequent visits were undoubtedly made by the leading men of Plymouth. Among these we may mention the names of Myles Standish, Thomas Willett, and John Brown, and we do not wonder that as they looked out upon the charming landscape and waterscape at Sowams and Popanomscutt, that they should have selected these lands for occupation, in preference to the bleak shores of old Plymouth.

"As early as 1632, the Plymouth settlers had established a trading post at Sowams," says Mr. Miller in his story of the Wampanoags, "which was supposed to have been located on the Barrington side of the river, on the land known as Phebe's Neck." Hither the Dutch ships came to trade with the Indians and white settlers, bringing European wares to exchange for furs. So attractive was the natural scenery of this section, the soil was so rich, and the positions of the lands as related to the Bay and its harbors so well adapted for commerce, that the business men of the Colony saw at Sowams their great opportunity, telling Mr. Williams and John Clarke that "this was the garden of their patent," and refusing



TYLER'S POINT AND CEMETERY AT THE CONFLUENCE OF THE TWO BRANCHES OF THE
SOWAMS RIVER

This field was an ancient training ground and the site of the Baptist church and parsonage, built for Rev. John Myles, pastor, 1879. Mr. Myles was buried in the cemetery, where a granite boulder marks his grave.

to allow Mr. Clarke to settle his colony thereon. Had they done so, the first planting of Newport would have been on Barrington soil, and the city by the sea might not have been, in that century at least.

The Rhode Island Historical Society has made special note of this important visit of Winslow and Hampden to Massassoit at Sowams, by asking the Providence, Warren & Bristol Railroad directors to change the name of their station at Chachacust, or New Meadow Neck, from New Meadow Neck to Hampden Meadows, and the erection, in 1890, of a tablet on the depot, with the following inscription:

“THIS STATION IS CALLED

HAMPDEN MEADOWS

IN ACCORDANCE WITH THE REQUEST OF THE RHODE ISLAND HISTORICAL SOCIETY. IN THE EARLY COLONIAL DAYS THE NAME ‘MEADOWS’ WAS GIVEN TO THE TRACTS OF LAND ‘RUNNING AS FAR BACK FROM THE RIVER AS THE SALT GRASS COULD GROW.’

“THE NAME ‘HAMPDEN’ COMMEMORATES THE VISIT OF EDWARD WINSLOW AND JOHN HAMPDEN TO THIS REGION IN 1623. IN MARCH OF THAT YEAR, NEWS REACHED PLYMOUTH THAT MASSASSOIT WAS SICK AND LIKELY TO DIE. ACCORDINGLY EDWARD WINSLOW (AFTERWARDS GOVERNOR OF PLYMOUTH COLONY) WAS SENT TO VISIT THE INDIAN SACHEM AT HIS VILLAGE OF SOWAMS, AND TO CARE FOR HIM IN HIS SICKNESS. WITH HIM WENT ‘ONE MASTER JOHN HAMPDEN, A GENTLEMAN OF LONDON, WHO THEN WINTERED WITH US AND DESIRED MUCH TO SEE THE COUNTRY.’ IT IS CONFIDENTLY BELIEVED THAT FUTURE HISTORICAL RESEARCH WILL PROVE UNQUESTIONABLY THAT THIS YOUNG MAN AFTERWARDS BECAME THE GREAT PARLIAMENTARY LEADER AND STATESMAN WHOSE GLORY IS THE COMMON HERITAGE OF THE ENGLISH RACE.”

Concerning the first visit to Massassoit, Governor Bradford writes as follows: “Having in some sorte ordered their bussines at hom, it was

thought meet to send some abroad to see their new friend Massasoyet, and to bestow upon him some gratuitie to bind him ye faster unto them; as also that hearby they might view ye countrie, and see in what manner he lived, what strength he had aboute him, and how ye ways were to his place, if at any time they should have occasion, So ye 2. of July they sente Mr. Edward Winslow & Mr. Hopkins, with ye aforesaid Squanto for ther guid, who gave him a suite of cloaths, and a horsemans coate, with some other small things, which were kindly accepted; but they found but short commons, and came both wearie and hungrie home. For ye Indians used then to have nothing so much corne as they have since ye English have stored them with their hows, and seene their industrie in breaking up new grounds therewith. They found his place to be 40 miles from hence, ye soyle good, & ye people not many, being dead & abundantly wasted in ye late great mortalitie which fell in all these parts aboute three years before the coming of the English, wherein thousands of them dyed, they not being able to burie one another; ther sculs and bones were found in many places lying still above ground, where their houses and dwellings had been; a very sad spectachle to behold. But they brought word that ye Narighansets lived but on ye other side of that great bay, and were a strong people and many in number, living compact together, and had not been touched at all with this wasting plague."

That Massassoit was a man of very benevolent spirit is seen in his generosity to the Pilgrims as the result of his first visit to Plymouth in 1621. He not only entered into a treaty of friendship with the whites, which he observed religiously during his life, but he acknowledged the king of Great Britain as the supreme owner and ruler of his territory. His first royal gift—not sale, for the consideration was in the main protection—was the territory included in what are now the townships of Plymouth, Duxbury, Carver, Kingston, Plympton, Marshfield, Wareham and a part of Halifax. The first land title held by Plymouth Colony was

from Massassoit. and was not obtained by conquest or invasion, but was the result of the generosity of the Savage in answer to the Christian spirit of the Pilgrims.

In view of this and other transfers of large sections of tribal lands, the question may be raised, why was Massassoit so ready to dispose of large portions of his territory to the whites when each sale circumscribed the ownership and free movements of the tribe? The answer to this question helps to solve the Sowams problem. One strong reason, probably the chief motive, appears in the fact that Massassoit was not living in friendly relations with the strong tribe of Massachusetts Indians on the north, and the much stronger Narragansetts on the south and west.

The occupation of the Cape towns, Bridgewater, Taunton and Rehoboth on the north, and of Sowams and Swansea on the Bay by the whites was a much needed protectorate to Massassoit and his tribe. A terrible scourge had reduced the Wampanoags from several thousands to a mere handful of fighting men, and the sagacious sachem saw salvation for the remnant of his tribe in alliance with the strong white man to whom he had sent the greeting by Samoset, "Welcome, Englishman." And this suggests a reason why Massassoit did not occupy Mount Hope as his principal residence. There he was exposed to hostile attacks from the Narragansetts, who occupied Aquidneck, the other islands of the bay, and the main land on the west shore. Sowams, now Barrington and Swansea, was the strategic position which he could defend or retreat from, while Mount Hope offered no protection nor opportunity of escape when the enemy had possessed himself of the north end of Mt. Hope Neck, a space of less than a mile in breadth.

One of the most important acts of the four New England Colonies was the adoption of Articles of Confederation in 1643, by which they were called the United Colonies for the purpose of mutual protection, especially from the incursions of hostile Indians.

"This Confederacy," said John Quincy Adams, "was the model and prototype of the North American Confederacy of 1774. . . . In both cases it was the great law of nature and of nature's God,—the law of self-preservation and self-defence." Commissioners were chosen to act for those colonies. One of the first acts of the commissioners was to adjust the difficulties and hostilities then existing between the Narragansetts under Miantonomo, on the one hand, and the Pequots under Uncas, and the Wampanoags under Massassoit on the other.

At a meeting of the commissioners held at Boston, September 7, 1643, it was agreed that Miantonomo be put to death for "malitious plots" and "tumults" and "outbreakings" against Uncas, sagamore of the Mohegans, and his people, and Woosamequin (Massassoit) and his people, "whose peace and lawful liberties we may not suffer to be violated." It was also agreed that "Plymouth labor, by all due means, to restore Woosamequin to his full liberties in respect to any encroachments by the Nanohiggansetts or any other natives."

In 1645, the commissioners refer again to the importance of protecting their friendly Indian allies, naming Massassoit first in the list, and adding: "But a peace well framed will hardly be secured unlesse either some of ye chiefe sachims deliver their Sonnes as Hostages or that some considerable part of the Countrey be yeilded to the English for plantacions wherein there may be forts built by the English and mayntayned (at least in pt) by a tribute from the Nanohiggansetts to secure the agreement."

In the sale of Sowams and its settlement by the Plymouth founders, Massassoit sought and found the best protection which his tribe so evidently demanded. Surrounded by the cordon of whites, they enjoyed peace and quiet within their narrow tribal area.

Another motive for granting concessions of land was the friendly

spirit of the Plymouth Colony leaders and their recognition of the rights of the Indians. The Plymouth and Sowams' trail became a great highway of travel, of barter, and the route of interchange of friendly offices. The coming of Roger Williams in 1636 to form intimate relations of friendship with Massassoit, probably spending a part of the winter of 1636, at Sowams, with the sachem, was another tie that bound the white and red man together and secured for the white settlers lands and neighborly protection from the Indians. A good knowledge of the Indian language gave Mr. Williams a great advantage and a great opportunity in cultivating the arts of peace and of coöperation with the natives.

It is quite possible, too, that Massassoit and his counselors came to regard blankets, coats, firearms and English money as more useful than lands, which seemed more than they needed in the reduced condition of the tribe. Whatever the motives, Massassoit disposed of large portions of his possessions between 1620 and his death in 1661, the deeds being signed by one of his sons or counselors, besides his own signature.

Taunton was bought by John Brown and others in 1640 for a small consideration. Rehoboth, a tract eight miles square, really ten, was bought in 1641. Wannamoisett was bought in 1645, by John Brown, for £15. Sowams was purchased in 1653 for £35.

In 1661, Thomas Willett and others bought Rehoboth North Purchases "For divers good causes and other valuable considerations." These several tracts now constitute thirteen towns, which, added to the Cape towns constitute twenty municipalities for which Massassoit received so far as is known not exceeding £200 in money. After the death of Massassoit, Alexander, Philip, and others of the tribe sold considerable sections for new townships.

In 1673, Totomommuck sold the territory, now known as Warren, to the town of Swansea. This tract was bounded on the south by the body

of Consumpsit, or Mount Hope Neck; on the west by the Sowams River and its east branch, now known as Palmers River, and on the north by the Old Swansea bounds. The eastern boundary of this purchase is not clearly defined, but may have been the Kickemuit River. Further reference will be made to this deed in the chapter on Sowams.

In 1668, Philip and Unkompoin made a quit-claim deed of lands on New Meadow Neck to Thomas Willett, James Brown and John Allen in behalf of themselves and the rest for £11. This deed completes the transfer of the reservation made by Massassoit in the Sowams deed, to which reference is made, and fixes the date when the Indians removed from New Meadow Neck.

In 1669, Philip sold to Hugh Cole and others five hundred acres of land in Swansea, on the west side of Cole's River, a part of Touissett.

Governor Winslow, writing in 1676, said: "I think I can clearly say that before these present troubles (Philip's War) broke out, the English did not possess one foot of land in this colony, but what was fairly obtained by honest purchase of the Indian proprietors. We first made a law that none should purchase or receive of gift, any land from the Indians, without the knowledge or allowance of our court, at a penalty of five pounds per acre. It was also provided that Mt. Hope, Pocassett and several other necks of the best lands in the colony should never be bought out of their hands."

He writes still further: "Our neighbors at Rehoboth and Swansea, although they bought their lands fairly of this Philip and his father and brother, yet because of their vicinity, that they might not trespass upon the Indians, did, at their own cost, set up a very substantial fence quite across that great neck (Popanomscutt) between the English and the Indians; and paid due damage if at any time any unruly horse or other beasts broke in and trespassed. The English agreed with Philip and his for a certain sum, yearly, to maintain the said fence and secure

themselves. And if at any time they have brought complaint before us they have had Justice impartial and speedily, so that our own people have frequently complained that we erred on the other hand in showing them over much favor."

It is a remarkable fact, that, during the forty years of business relationship between the Pilgrims and Massassoit, there is no recorded instance of serious differences between them. A deep and abiding confidence was early established, which, in the midst of tumults and hostilities without, was never disturbed. In 1621, the Narragansetts attacked Massassoit and killed one of his tribe, on hearing which, Myles Standish, at the head of ten armed men, marched to Namasket (Middleboro) to rescue or revenge their friend, succeeding in their enterprise by two discharges of their muskets.

In 1639, Massassoit renewed the treaty with the whites, reaffirming his allegiance, and pledging his aid to the settlers at Plymouth, on all occasions of need.

The only assault ever made upon Massassoit by white men occurred in 1646, when Thomas Hitt and William Cheeseboro, a blacksmith, both of Rehoboth, maliciously attacked him and others of his tribe. Cheeseboro fled to a neighboring colony, but was sentenced on his return to fourteen days' imprisonment and £6 fine for his offence, and Thomas Hitt was sentenced to pay a fine of 20 shillings.

Massassoit died in the year 1661, aged about eighty-one years. His burial-place is unknown, but was most likely in the Indian burial-place in Sowams or at Kickemuit. Trumbull, in his "Indian Wars," says of Massassoit: "He seems to have been a most estimable man. He was just, humane and beneficent, true to his word, and, in every respect, an honest man."

At the first celebration of Forefather's Day, December 22, 1769,

under the auspices of the "Old Colony Club of Plymouth," the fifth regular toast was:

"To the memory of Massassoit, our first and best friend and ally of the natives."

General Guy M. Fessenden says: "Massassoit, though a heathen, proved himself true to the dictates which the light of nature suggested. He possessed all the elements of a great mind and a noble heart. With the advantages of civilized life and the light which a pure Christianity would have supplied, he might have achieved a brilliant destiny and occupied a high niche in the temple of Fame. In all the memorials which have come down to us, Massassoit's character stands above reproach."

"We have found the Indians," wrote Governor Winslow, "very faithful to their covenants of peace with us, very loving and willing to pleasure us. We go with them in some cases fifty miles into the country, and walk as safely and peaceably in the woods as in the highways of England."

Our own studies of Massassoit's life and character confirm the estimates of these eminent authorities and justify the belief that at no distant day, when a clearer vision of the really great men and events of our colonial history shall be enjoyed, that Massassoit, an Indian, a savage by birth and inheritance though he was, will stand out in colossal proportions as the greatest of our aboriginal Americans and the Defender and Saviour of the Plymouth Colony. Still more it is our ardent hope and expectation that on some commanding height in Old Plymouth Colony, possibly on the Hill of Treaty at Plymouth, over against Burial Hill, made sacred by the ashes of Bradford, the Winslows and other Pilgrim Fathers, a shaft shall rise to the perpetual memory of the wise, the just, the peace-loving, the true, the trusty, the generous, the faithful, the constant, the warm-hearted friend of the Pilgrims, Ousamequin, alias Massassoit.

1653

Memoriall or Booke
of Records of y^e Severall Divisions
& bounds of y^e Lands at Sawomes
At^s Sawamssett & parls. Adjacent pu
chased of y^e Great Sachem Osame
quin & Wamsello his Eldest Sonne
by Certaine Gentlemen of y^e Antier
Inhabitants of the Colony of New
Plymouth in N. by Order of y^e Gen^l
Court as by Deed bearing date
Twenty Ninth day of March 1653
May Appear

CHAPTER II

THE RECORDS OF THE
SOWAMS PROPRIETARY

General Court, New Plymouth, N. E.

IN answer unto the petition of Mr James Brown Mr John Allen John Viall and Mr John Saffin and divers others Proprietors in Lands in this Collony: viz in the Towns as they say of Rehoboth Swansey and New Bristol the Right whearof they haveing received from Certaine worthy Gentlemen Ancient Inhabitants of some of the first comers into this Collony whow in Consideration of the Premises had the preference first grannt and Choice given them by the Honeord generall Court to make purchase of Certain Lands in those parts from the Indians and devided it among themselves which accordingly was by them accomplished and by deed of Sale under the hands and seals of Owassimequin and Wamsitta his Eldest sone bearing date the 29th of March Anno Dom 1653 may and doth at large apear; Now may it please the Honored Court for the Right and Legall Settlement of those our Severall Estates of Land the proprietors thereof haveing a book of Records and memorialls thereof amongst themselves where in the Severall devitions and Allinations are Recorded and to be recorded To the End that peace and good Agreement may be Continued amongst them as they are a Community and that every of them may Legally and peaceable injoy his own This Court doth grannt unto them Liberty from time to time to make Choise of some person as a Cleark to Enter and Record the severall devitions and Allinations of these their Lands in one Course and form of Law which may be transmittted and Remain to posteritie that this Liberty may not Infringe or hinder the bringing or Entring the said Lands to the records of the above mentioned Townes as any of them are or may fall within them respectively and provided that the said Records shall not be any barr to infring the just Rights and Clames of other person or persons that can or may Legally make apear such their Rights or titles to any parcell or parcells of said Lands which may bee by such Clark Recorded as afforesaid By order of the Court for the Jurisdiction of New Plymouth, given by Nathaniell Morton Secretary

DATE, JUNE, 1683

The First Originall Agreement of the proprietors
under their hands upon the Grant of the Court concerning
Each ones part in the lands at Sawomes and Mattapoysett
Dated ye 7th month 1652

The names of those whow by order of Court and agreement of purchasers at Plymouth to make purchase and division of the Lands as are at Sawomes and Mattapoysett the seaventh of March 1652 whow are to have their severall Pts or moyeties Layed out at the places above expressed and are to make and satisfie the purchase and all others charges arriseing thereupon according to their several proportions

Their names are as folloeth

Mr. William Bradford	one moyety
Mr. Thomas Prince	one half pt
Mr. Edward Winslow	all his portion
Mr. John Adams	his whole portion
Mr. Cushman	his whole pte
Mr. John Winslow	all his pte
Thomas Clarke	his half pte
Experience Mitchell	his half part
Mr. Thomas Willett	his pte
Mr. White	his pte
Mr. Myles Standish's half pte	

Wee whose names are above expressed doe here by engage our selves to make good whatever charges shall arise in the further prosecution of the premises above mentioned it being brought in upon account witness our hands ye day & year above written

William Bradford	John Winslow	
Thomas Prince	Experience Mitchell	
Thomas Willett	Knelm Winslow	
Edward Winslow	Resolved White	} by our father
Thomas Cushman	Peregrine White	
Thomas Clark	Myles Standish, Sen.	

The first Originall Agreement of the
 persons under their hands upon the Grant of the
 Concerning each ones part in the lands at Sawames
 and Mattapoyset Dated y^e 7th March 1652

The Names of those who by order of Court and agreement
 of the purchasers met at Plymouth to make partition and divide
 of the Lands as are at Sawames and Mattapoyset the same
 7th March 1652 who are to have their severall portions
 Layed out at the place above Expresssed and are to make
 the purchase and all other charges arising here upon
 according to their severall proportions

Their names are as followeth

M ^r William Bradford one moiety	M ^r Lewis Burdett
M ^r Thomas Prince one halfe pt	Thomas Clark his halfe pt
M ^r Edward Winslow all his portion	Esperance Whitwell his
John Adams his whole proportion	M ^r Thomas Smith his
M ^r Cushman his whole pt	M ^r Smith his
M ^r Nyles Standish's halfe pt	

And whose names are above Expresssed do hereby engage
 our selves to make good what others charges shall arise in the
 further prosecution of the premises above said and have
 brought in upon account witness our hands at Plymouth

William Bradford	John Winslow
Thomas Prince	Esperance Whitwell
Thomas Willett	Lewis Winslow
Edward Winslow	Eschirde White
Thomas Cushman	Frederick White
Thomas Clark	Major Charles

The Second Agreement of the Proprietors About the
devition of the lands at Sowomes March 11, 1653

It is agreed and Concluded by the Company of partners yt are interested at Sawomes that there shall be twenty lots of Land layd fourth Each lot containing eaightly Acres in as convenient a forme as may be: and for the deviding of it we are Agreed yt every half share shall put in a lot and the whole shares shall put in two lots and whow ever shall be the first drawn shall have the first choice as his lot comes south and so the second and third and the rest successively and these lots to be drawn soone as may be after it is so devided provided that every whole share shall have twenty Acres alowed them either at the heads of their Lotts or in such other place as shall be Thought meet And as touching the meadowes it is agreed that all our meadowes shall be laid out into ten Acres shares as the former having respect to Quantity and Quallity and that the whole shares shall chuse thre lots on the New Meadow neck at one end and shall have other thre lots apoynted by thre halfe shares on the other side of Sowomes River Lying also at one end and togeather in lew of that which was formerly allotted equally to halfe shares and whole shares And the persons that are made choice of to make these devitions above said are Capt Myles Standish Mr Brown Capt Willett and Mr. John Winslow and Mr. Thomas Cleark or any three of these. And we whose names are under written doe bind our selves to stand to what they shall doe in the premises above-said:

William Bradford	Josiah Winslow
Thomas Prince	Resolved White
John Brown	Thomas Clark
Thomas Willett	Myles Standish

John Winslow

Knelm Winslow with the consent of John Adams and for his use

The Grand Deed of Saile of Lands from Osamequin and Wamsetto his son dated 29: March 1653

To all People to whom these presents shall come,
Osamequin and Wamsetto his eldest sone Sendeth
greeting

To all People to whom these presents shall come, Osamequin and Wamsetto his eldest sone Sendeth greeting

Know Yee that we the said Osamequin & Wamsetto for and in consideration of thirty five pounds Sterling to us the said Osamequin and Wamsetto in hand payd by Thomas Prince Gent: Thomas Willett Gent: Miles Standish Gent: Josiah Winslow Gent: for and in the behalfe of themselves and divers others of the Inhabitants of Plymouth Jurisdiction whose names are hereafter specified with which said summe we the said Osamequin and Wamsetto doo acknowledge ourselves fully satisfied contented and payed Have freely and absolutely bargained and sold enfeoffed and confirmed and by thes presents doo Bargaine Sell Enfeoffe and Confirme from us the said Osamequin and Wamsetto, and our and Every of our haiers unto Thomas Prince Thomas Willett Miles Standish, Josia Winslow Agents for themselves and William Bradford Senr Gent: Thomas Clark John Winslow Thomas Cushman, William White John Adams and Experience Mitchell to them and every of them, their and every of their haiers and assigns forever All those severall parcels and necks of upland Swamps and Meadows Lyeing and being on the South syde of Sinkhunch Els Rehoboth Bounds and is Bounded from a Little Brooke of water called by the Indians Mosskituash Westerly, and so ranging by a dead swamp Estward and so by markt trees as Osamequin and Wamsetto directed unto the great river with all the meadow in and about ye sydes of both the branches of the great river, wth all the Creeks and Brookes that are in or upon any of the said meadows as also all the marsh meadows Lying and being wth out the Bounds before mentioned in or about the neck called by the Indians Chachacust Also all the meadows of any kind lyeing and being in or about Popasquash neck as also all the meadows lyeing from Kickomuet on both sides or any way joyning

And the said Ousamequin and Hamsetto his sons
 Crenant promise and grant that whensoever the
 Indians shall remove from the Neck that then and
 from thence forth the aforesaid Thomas Prince John
 Willett, either standish Josiah Winslow or any of
 upon the same by the same agreement as to their
 Right and Interest to them and their heirs or executors
 and for the time hereafter of all and every one
 of the aforesaid Particulars are the said Ousamequin
 and Hamsetto Bind us and every of us our and every
 of our heirs Executors Administrators and Assigns
 firmly by these presents In Witness whereof we
 have hereunto set our Hands and Seals this
 twentieth day of March anno Domini 1653

Witnessed Sealed & delivered

In the presence of us

John Broome

James Brown

Richard Garrett

The marks of us

Ousamequin & Sons

Hamsetto M & Place

In agreement made between the Deputies of
 Ryeboth and the Proprietors about y^e execution of
 the Warrants of the said Town of Sarnams dated
 the 29th June 1653

Whereas the town of Ryeboth the 29th June 1653 did

to it on the bay on each side To Have and to Hold all the aforesaid uplands swampe marshes, Creeks and Rivers with all their appurtenances unto the aforesaid Thomas Prince Thomas Willett Miles Standish Josia Winslow and the rest of the Partners aforesaid to them and every of them, their and every of their haiers executors and assignes forever And the said Osamequin and Wamsetto his sone covenant promise and grant, that whensoever the Indians shall remove from the neck that then and from thenceforth the aforesaid Thomas Prince Thomas Willett Miles Standish Josiah Winslow shall enter upon the same by the same agreement as their Proper Right And interest to them and their heirs forever

To and for the true performance of all and every one of the aforesaid severall Peticulars wee the said Osamequin and Wamsetto Bind us and every of us our and every of our heirs, Executors Administrators and assignes firmly by these presents

In Witness whereof wee have hereunto sett our hands and seales this twentieth day of March Anno Domini 1653

Signed sealed and

delivered in ye presence of us

The mark 3 of
Osamequin & a seale

John Browne

James Browne

Richard Garrett

Wamsetto M & seale

An Agreement made Betwene the Delegates of Rehoboth and the Proprietors about ye Meadow and the Bounds of the said Lands of Sawoms Dated the 29th June 1653

WHEREAS the towne of Rehoboth the 28th June 1653 did depute and Authorize Stephen Payne Richard Bowen Thomas Cooper and William Sabine as their Deligates to treat and conclude with Capt Miles Standish Captain Thomas Willett and Josias Winslow concerning such Lands And all other matters as are in Defference betwixt the Town of Rehoboth and the aforesaid Capt Miles Standish and Capt Thomas Willett Josias Win-

slow and the rest that are Interested in the said Lands it is concluded as followeth:

1 That all such marsh or Meadow Lying on either side of the river Running under the Bridge commonly called Bowen's Bridge at the Common fence and usually called the Hundred Acres which said meadow were allotted in several allotments at the first settling of the Towne All those meadows are to remain unto the severall inhabitants of the Towns as their true Proprieties.

2 That all such Lands as the towne of Rehoboth formerly passed over unto Mr John Browne by an agreement of such articles as now stand in the Towne Booke bearing the date of the 29th 10th month 1645 and also recorded in the Court of Plymouth the Summe of the said lands so many acres as the said lands shall arise unto when it is measured shall be layd forth for the use of the said Capt Myles Standish Capt Thomas Willett Josia Winslow and the rest on the North side of the Lyne betwixt the Towne and the markt-trees neere to Mr Brownes fence from the salt water to the river called Bowens Bridge River

3 For all such marshes as lye on the west side of the river running down toward the Common ffence and Butting on the East End of some house Lots now layd forth If ye said Capt. Standish Capt Willett Josia Winslow and the rest shall desire the same at any tyme hereafter they shall have them allowing the true valuation thereof out of such Meadows as lyes upon ye west shoare of Sawams River at the upper End of the same as shall be valued by two Indifferent men

4 That the Towne of Rehoboth at any time within three years after the date hereof shall Remove the Common ffence and in the meantime Sufficiently repair the Same And when they doe Remove ye same they shall Sett it upon their own Land in the Lyne betwixt the Towne and the Parties aforsad from the salt water at High water marke of Patuckitt into the River Running under Bowens Bridge & uphold itt.

5 The Town of Rehoboth shall make a sufficient ffence to keepe horses and cattle from Rangeing into the neck of land called the new Meadow Neck and maintaine the same

6 That Timber on Ether side shall be Lawfull to be made use of from time to time for the Meadows aforesaid for their fencing

7 That ffor such meadows as Lye to the north Syde of the great Plaine it shall be Lawfull for the Towne to make vse of untill ye aforesaid Persons interested doe see cause to vse ye sd meadows, or if att any time they shall sell them, the Towne to have ye first refusall of Buying them

Stephen Payne
Richard Bowen

Thomas Cooper
William Sabin

Another Agreement Betwene the Proprietors of ye Lands at Sawomes aforesaid and the Delligates of the Town of Rehoboth Recorded in Court Dated 29th of Jan: 1662

WHEREAS The Town of Rehoboth ye 28 of June 1653 did depute and Athorise Stephen Pain Richard Bowen Thomas Cooper and William Sabine as there Delligates to treat and conclude with Capt Myles Standish Capt Thomas Willett and Josia Winslow concerning such lands and all other matters are in difference betwixt the Town of Rehoboth and the aforesaid Capt Myles Standish Capt Thomas Willett Josias Winslow And the Rest that are interested in the said Lands

January the 29th, 62 A new Contract or agreement was made betwixt Capt. Thomas Willett and the rest of the purchasers and the Towne of Rehoboth to prevent both preasant and future Trouble as also for the preservation of their mutual peace to them and their successors. At a full Towne meeting Lawfully warned it was voted and concluded by the Towne that Capt. Thomas Willett and the rest of the purchasers their heirs and successors should have seaven score Rod of Land and the fence upon the Neck from their Line towards the Towne and soe ranging from the river Commonly Called Patuxet river across the Neck to the river by Bowens Bridge and forty rod of Land on the New meadow Neck and the fence from there Lyne towards the Towne Cross the neck towards broad Cove

Provided the Towne their heirs and successors should forever be freed from all former ingagements or Covenants of either making or upholding any fence or fences upon the forementioned Neck or Necks To which proposition Capt. Willett and the rest of the purchasers assented and Capt. Willett promised to delivr to the Town the wrightings in convenient time

Ensine Smith and Philip Walker, Joseph Peck and Nicholas Peck were chosen by the Town and purchasers to Measure out the lands and the charges to be equally Divided.

This forementioned vote was assented to by the Towne save only Gilbert Brooks and John Woodcock who declared their dissent.

An Agreement under ye hands of ten of the Proprietors in order to the settlement of the lands aforesaid.

DATED DECEMBER 25TH 1660

Wee whose names are here under written the proprietors of those Lands called and named by the name of Sawomes Lands doe unanimously and Joyntly binde our selves and covenant to perform these peticulr

1 That none of us shall at anytime Let or sell any of the said Lands to any stranger that is not allready a proprietor with us without the Joynt Consent of us all subscribed under our hands vidt, neither upland nor meadow

2 That Henry Smith of Rehoboth be the man to measure all Lands yt is to be measured out and Appertaining unto any of us and that some two or three of our selves are to be preasant with him to see it done

3 That Thomas Willett by way of exchange is to have thirty Acres of upland measured out adjoining unto the land of his formerly measured out by William Carpenter having the Towne fence on the North side and the Land of John Brown on the South Side and Mr. Willett doth leave the home lot formerly lay'd out for Elder Cushman in Consideration

of the same, being of the quantity of thirty acres to lye common
Amongst us

John Brown	Peter Hunt
Thomas Willett	Henry Smith
Stephen Pain	Phillip Walker
Joseph Peck	Thomas Chafey
John Allen	Samuel Newman

An Agreement under ye hands of eaight of the Proprietors. Dated April 2: 1655

Wee whose names are hereunder written being the purchasers of some tracts of land bounding upon the bounds of Rehoboth as is now divided into some lots and other greater lots according to every mans proportions save some part of the said land not being fit to be improved for corn is Left as common amongst us part whereof ajoyneth unto ye Lands of John Brown whow is one of the proprietors with ourselves and upon a motion made by him unto us, viz; That he would let his home lot which he bought of Thomas Willett Lye as Common Amongst us in case we would consent that he should have ye same quantity in consideration thereof out of that common Land that bordereth upon his Land and we doe hereby declare our consent provided the said land be equally measured by William Carpenter and Robert Marten at the charge of John Brown and that they Lay it out all Ajoyning unto his rangeing East and west throughout alltogether as it falls and not in Persells

Thomas Prince	Josias Winslow
Thomas Willett	Resolved White
Stephen Pain	Samuell Newman
John Allen	Joseph Peck

An Agreement under ten of the Proprietors Hands
Jan. 22; 1673

Wee whose names are here under written doe Agree and conclude that all Moable grase ajoyning to any of our Medows Belongs to the said

Meadow and onely for the use of ye proprietors of the said Meadows and that noe other person shall intrench upon the said previledge witness our hands this twenty second day of January one thousand six hundred seaventy three

Thomas Willett	James Brown
Stephen Pain	John Allen
Peter Hunt	John Brown
Nathaniel Peck	Israel Peck
Nathaniel Chafey	Joseph Chafey

SWANSEY DESEMBER 28: 1676

Wee the Owners and Proprietors of the Lands Purchased of Osamequin and Wamsitto his sonne, Commonly called and Known by the name of Sowomes whoes names are here inserted Either in behalfe of ourselves or for them Concerned doe for the better settlement of the lands at Popanomscut and places adjacent agree and conclude as followeth

Emprimis That a Record shall be kept by the proprietors wherein all the names of the first purchasers shall be entred and what part and proportions of the said Lands they had and did injoy And to whom it was Alianated divested or devised to the end every one may Enjoy his owne

2 That for the Lands at Popanomscut and parts adjacent left & deserted by the Indians now in disspute between the proprietors and the publike wheather ouers or conquered Lands the proprietors doe (forthwith all as one man) take Effectual Course for the defence and clearing our Interest in the Lands aforesaid in order where unto it is mutually Agreed and fully concluded by us the proprietors in manner following vizt;

3. That some meet person or persons be forthwith Chosen to prosecute the busnes for the defence of our Interest as Afforesaid

4 That Posestion of the rest of the lands be with all convenient speed more perticularly by a devition by the best way and meanes as the Major part of we the proprietors according to our proportions shall think most Convenient in Case we should not Every perticular person assent thereunto so that the Major vote shall carry it in all things Except the graunt or giving away of any the said Lands unles it be for defrauding the chargeges thereof and Clearing the title &c

5 That in layeing out of the said Lands according as we shall conclude for more or less Devitions Each person shall draw lots for his share or part where he or they shall lye or Injoy it and in Case any one shall have his lot fall upon the Medow Land of any person that is allready layd out which may by the major part of the Proprietors be Judged prejuditiall unto the owner of the said meadow so as it is needfull to be Exchanged then it is mutually agreed and Concluded that that person or persons whose lot or lots falls to be by or upon the said meadow belonging to another person or persons as aforesaid shall exchange with the owner or proprietors of the said meadow and in Case the said Lot bordering upon the said Meadows be better than the owner of the medows lot then such person or owner shall give unto him or them that doth soe Exchange lote for Conveniency Reasenable satisfaction for the difference in value according as the Major part of the proprietors shall Judge in case the partys cannot agree

6 That in the distinguishing between Meadow and what shall be accounted upland one Rule shall be observed amoungst all the Proprietors according as the Major part shall agree and determine for the avoyding Controversy as afforesaid

7 That highways be layd Convenient in such places as the Major part shall agree and determine for best Convenience both for the general and peticular

8 That all the Land be devided with all Convenient speed according to the best way as shall be by the proprietors thought most meet and that the Charges thereof be paid out of the land as they deem Convenient

These several Articles and Concession were Concluded written on

both sides concerning the Lands therein specified to which they have subscribed this 28 of Desember 1676 At a full and Lawful meeting

James Brown	Stephen Pain
John Saffin	John Allen
John Brown	Peter Hunt
Nath: Pain	Stephen Pain Jur
Thomas Chafey	Israell Peck

DECEMBER 30, 1676

At a Warned Meeting of the proprietors of the Lands above said it is by us this day mutually agreed and Concluded on that Mr Stephen Pain Senior or his sonn Nathaniel Pain be one of them that can best attend the buisnes of the proprietors about the said Land according to Agreement and that Mr John Allen and Capt John Brown and John Saffin be chosen and hereby are chosen together with one of the first nominated as a Committe for the laying out of the sd Lands with all convenient speed and to effect what is needfull to be done for the settlement of said Land according to direction by our mutuall agreements and concessions as folloeth

Imprimis That the Committe hereby have power to run and mark out the line that devides the long lot that was of Mr. John Winslows originally and the Lot that Mr Anthony Low now lives upon from the Land above said which is now to be devided

That the Committe aforesaid shall and may Lay out the home Lots fronting upon the river now Called Swansey River Exstending them both for their lenthes and breadthes according to there best skill and abillity for the benifitt Intrest and Conveniency of the whole

That the Committe aforesaid shall and have also hereby power to Lay out Convenient highwayes both publique and privet as they shall In there judgments think needfull

That the said Committe shall and have hereby power to mark all the bounds of those Meadows as belong to severall perticular persons Longe since granted that lye within or about the lands aforesaid and that the

said Committe shall Attend one and the same rule and order for the distinguishing what is meadow and what upland about said Lands and finally to act and doe all things needfull thereabout and what they the Committy or the Major part of them shall conclude to doe in and about the premises for the settlement of the same as aforesaid shall be and hereby is Authentickly Confirmed by ye Proprietors

That the said Committy have power and hereby shall have liberty to take a vew of all other the lands to be devided and consider ye best way and manner to make devition thereof in all respects most beneficiall for the good of the whole and to bring in there opinions and Report, to the Company of Proprietors that accordingly they may Conclude and fully determine the same and what the Major part of the proprietors (which shall in all things concerning the premises be accounted according to the number of shares and proportions which each one does enjoy as aforesaid) shall agree to and conclude shall be valid and Authentick according to all true interests and purposes whatsoever In witness whereof we the proprietors have again hereunto set our hands the day and year above written

And further it is hereby mutually agreed and concluded by the proprietors aforesaid that the book of Records for the bounds of Lands pertaining to them in the hands of William Carpenter or Elsewhere be perused and that all the lands pertaining to us the proprietors be duly entred and bounded together with all our agreements and Concessions in and about the premises be also recorded to the end that peace and unity and a good understanding may be continued amongst us

James Brown

Stephen Pain

John Saffin

John Allen

John Brown

Peter Hunt

Natha: Pain

Stephen Pain Jur

Thomas Chafey

Israell Peck

At a Lawfull Warned Meeting of the proprietors of the Land of Popanomscut it is mutually Concluded and agreed on that the home Lots butting upon the river being Layed out by the Committe and a high way down the neck at the head thereof the great lots shall be Layd out with all convenient speed by the said Committe Runing and Extending from the longe beach that butts upon the bay or great river as a direct Lyne runs to the said highway at the head of the home lots and from thence upon a direct lyne parralell as the said great high way runs through the dead Swamp heading or butting upon the Longe line on the northerly side of the said Swamp each lot to be according to each mans proportion according as the home lots are Layd

2 In order whereunto it is also mutually agreed and Concluded by the said proprietors that each man shall throw up his peticular interest or devition of the said dead Swamp allready Layd out and take his or there part or proportion in the said great lots as there Lot shall fall be it in one place or another as the said lot shall Run as aforesaid

3 That the lower part of the neck at the front of the said great lots that shall but upon the said lyne from the long beach together with the Litle neck of Land lying upon the river near Mr Allens Meadow shall at preasant remain in Commen amoungst the proprietors undevided until further Consideration how to disspose of it and further it is mutually Agreed on by the proprietors that the said Committe shall cause the said lots to be drawn by an Indifferent person begining the first lot next the highway and finally to act and doe all other things touching the premises between man and man according to the tenour of our Concessions according to there best skill and ability witness our hands it is to be understood that the said Committe shall have power to determine how and in what manner Mr Allens home lot shall be extended wheather on the Litle neck or otherwise

James Brown

Stephen Pain

John Allen

John Saffin

John Brown

Peter Hunt

Jonathan Bosworth

Joseph Chafey

Israell Peck

At the Generall Meeting of the proprietors on ye 11 of April 1679
 It is mutually concluded to draw lots for the devition of the great lots at Popanomscut which accordingly was forthwith done beginning as afore-said at the highway at the head of the home lots to be the first in number which is Leut Peter Hunt's

2	Thomas Chafey	6	Stephen Pain
3	John Allen . . .	7	John Saffin & Est.
4	Natha: Peck	8	{ James Brown &
5	Samll Newman		{ John Brown.

AUGUST 28TH

Th Committee in the behalfe of the Proprietors met about the Laying out of the home Lots at Poppanomscut and cast lotts for the said Lands drawn by William Carpenter of Rehoboth whow was with Capt John Brown Surveighor at which time it was agreed that Mr John Allen should have his house lots at the head of his Marsh beyand the south line of the house Lots whence the lots began and were numberd as folloeth

Leu Peter Hunt	1	Mr Samuel Newman and partners	5
Mr Stephen Pain	2	Mr James Brown and John Brown	6
Mr John Saffin	3	Capt Willets heirs	7
Thomas Chafey	4	Israell Peck & partners	8

APRIL 18: 1679

Whereas it was agreed and mutually Concluded on by the proprietors of the Lands of Popanomscut that the Committe should determine and Conclude how and in what manner Mr John Allens home Lot shall lye we having considered the premises doe Conclude that the said Lott shall Lye and remain to him and his heires and Assignes for Ever in the same forme as it is allready layd out next unto his Meadow on the river side
 Witness our hands

John Saffin	}	the Committe
John Brown		
John Allen		

SWANSEY 15TH DAY OF MARCH 1679

1 **At A Warned Meeting** of the proprietors of the Lands at Popanomscut or Phebes Neck it is mutually agreed that Stephen Pain and Nathaniell Pain shall and will agree to and acquiese in the severall Agreements there predecissors have togeather with the other proprietors Concluded and subscribed unto touching or any way Relating to the lands aforesaid which they did hereby Assent unto as by there Subscription hereunto may appear

2 That the Generall fence of the said Neck near Mr Anthony Lowes Land shall be repaired and kept up by the proprietors according to there severall proportions and intrests and in order thereunto That the Committe now in being take Care that it be forthwith done with all Convenient speed

3 That the Longe lots or great lots allready drawn shall be forthwith Layd out to Each man according to his lot and proportion and also that the said Committe take a vew of the lower part of the said Neck and Consider the best way and manner how the said land shall be Layd out and the severall highways to be layd out for the good of the whole and according give there Report to the Company that all the said Land yet undevided may be forthwith devided to Each one according to his proportion

4 That the former agreement by the Proprietors Concerning the Allination of any part of the said Lands be still attended viz that noe one that is a Proprietor shall or will sell or lett to any anypart of there Respective intrest or share of the said Lands to any person or persons that is not now a proprietor but shall first proffer the Sale or farming thereof to the Committe or the Major part of the proprietors whow may any one or more of them have the just Refusall or Reasonable Acceptation of said Land Exsposed to sale before any others whow have noe intrest in said Neck or Necks of Land they givinge as much for it as *bone fide* another will give

That the said Neck be kept inclosed and not Exsposed to be fed from

the first of May to the nine and twenty day of September or Michaelmas day and that the Proprietors may each one have the bennefit of the feed according to there Respective Shares

5 That Mr John Allen and John Saffin are hereby impowred with Capt John Brown the Committe aforesaid to make sale of a pece of Land which Lyeth between the home Lots and Mr Anthony Lowes land to him the said Low or any other person he Refusing the same on such termes as they shall think reasonable in the behalfe of the Proprietors to defray Common Charges

To all which Severall agreements on this and the other side being five or six articles we the Proprietors have hereunto sett our hands the day and year above written

James Brown

John Allen

John Saffin

John Brown

John Peck

Jonatha: Bosworth

Thomas Chafey

Sam:ll Newman

Stephen Pain

Natha:l Pain

Samuell Walker

AT A LEGALL MEETING OF THE PROPRIETORS JAN: 14; 1680

It Was mutually Concluded that a highway be Layd out through the midst of Chachapacasett Neck of two rod wide or as near ye midst as the Surveyor shall think fit as a Common highway for the generall use of the Proprietors and that there be left one rod between the bounds of the Meadow and the upland or Lots for a conveniency of Carting hay onely or the Like not prejudusing any lot of upland further

And That the lots begin on ye west side of the highway of two rods wide which Exstends from the north part to the south and soe around to Scamscammuck Spring

And that Mr Allen have his allotment in the Litle Neck on the South Side of his house Lot Exsept so much as Apertaines to disscenter viz

Mr Nathaniell Pain Stephen Pain and Liut Hunts part in said Neck which is to be Layd out to them in the order and number as the other

Samull Newman and partners	1	James Brown	5
Nathaniell Pain and partners	2	Leut Hunt	6
John Allen	3	John Saffin	7
Nathaniell Peck & Israel Peck	4	John Brown	8
James Brown	John Allen	John Brown	
Samull Newman	Israel Peck	Jonathan Bosworth	
Stephen Pain	Nathall Pain	Abraham Peren	

These lots were drawn by Joseph Chafey Jan. 14, 1680

At a Lawfull Meting of the Proprietors of Poponomscut or Phebes Neck September 29, 1681 It is mutually agreed by the Proprietors above said that all our severall devitions and peticular proportions of Lands of said Neck shall be recorded and that Capt John Brown is mutually Chosen to be Recorder of the said Lands and Highways concluded and apoynted to be in the said Neck and all other things Needfull to be Recorded in and concerning the lands aforesaid and to be allowed soe much money as is usually given by the Inhabitants of the Town for there Lands in other places

James Brown	John Allen
John Saffin	Samuell Peck
Samu :ll Newman	Abraham Perin
Stephen Pain	Nathaniell Pain

And Farther at lawfull warned and full meting of the Proprietors of the Lands aforesaid at Rehoboth on the twenty third of October one thousand six hundred Eaightly two Capt John Brown was againe Chosen Clark for the Company of Proprietors and Accordingly was then Sworne Clark before Mr Daniell Smith Assistent

An Account of the Highways

Whereas we the Subscribers being a standing Committe mutually Chosen and confirmed by the Proprietors of the lands of Popanomscut or Phebes Neck to lay out run and mark out the Longe Lyne which is the northerly bounds of the said Neck on the back side of the dead Swamp and also for the stakeing and marking out of the bounds and Limmits of all the meadows bordering upon the Lands aforesaid and also for the Staking Laying out and Conferming of highways convenient both general and peticular according to our Judgements We upon Mature Consideration have accordingly with great care and industry Run the Longe Lyne aforesaid upon the right poynt which is East and by South two degrees Southerly or west and by north two degrees northerly by a fly Compas as the trees are well marked

2 That the bounds and Limmits of the said meadows are and shall be from the spring called Skamskamuck as they are respectively marked out and playnly stated and bounded by or upon the upland aforesaid Round about the neck untill you come to the uttermost Exstent of the Meadows at Nayeot which are accordingly Confermed

3 That the Great Highway at the head of the home Lots and on which the front or butt runs down from the aforesaid Longe Lyne or northerly bounds of the neck or Lands aforesaid Runs down the said Neck nearest upon a north and south Lyne soe far as the home lots exstend southerly being from the head of the said lots four rods broad westerly and from the said southerly Side of the said home lotts there is another highway runs to the west side of hides hole on a West poynt four rods wide and from thence south downe towards the Beach eaughteen Chaines the same breadth aforesaid and from thence to the Peckes Meadow at the Longe beach and from thence by the Meadow side two rods broad from the bounds of the Meadows untill it Comes to the Lands of Capt John Brown Even to the westerly bounds of Samuell Newmans Meadow

4 And also from and out of the Southerly highway downe the Litle Neck called Chachapacasett another highway of two rods Broad as it is marked out Extending down to the meadows as it is already marked out

5 And also out of the four Rod highway by Hunts Lyne to Pecks Meadow runing towards the East Another Leading way of one rod broad from the bounds of the Meadows all aLonge as they Lye untill you Come to the bottom of ye Neck to the highway aforesaid which ways are to be enclosed with gates or bars as accation may be when the said neck or any part thereof shall at any time be fenced and it is allwayes to be understood yt there is to be a highway at the bottom of the Neck of two rods wide by the meadow side Left as aforesaid

6 And also Another highway out of the grand way at the Head of the home lots aforesaid towards the East by the fence side of the home Lot of Mr John Saffin as it now runs to the river side Exstending from the said fence towards Mr Lowes Land bought of the Pecks, two rods which is taken out of the said Saffins said home lot in Lew of the highway that was desined some time to goe through some part of that Lot but now thought more convenient as it is now stated

7 And also Another highway running out of the grand highway at the head of the home Lots towards the East to the river between the home Lott of Thomas Chafey and John Saffins Lot which is two rods Broad and was formerly Intended to be and lye between the said Chafey and Samuells Newmans home lot to the River aforesaid

8 And Allso in the Last place we the said Committe doe Advise and deem most convenient that the highway of two Rod broad formerly desined and Left to Run downe to the River between the Pecks home Lot and the Land we sould and have Layed out to Mr Anthony Low be by him now Layd out on the lower or Southerly Side of his lot bought of the Pecks aforesaid, the which if he refuse then the said high way is to lye open as a Common Highway as aforesaid and to Come by the River Side by the said way Left by the said Saffin

9 And farther we declare that at the Runing of the Long Lyne on the Northerly side of the dead Swamp aforesaid which is the head of the great lots Layd out through said Swamp we the said Committe did allso Run and Mark out the Easterly side of Capt Myles Standish deaseased his lot which Runs upon a south Lyne by the Compas aforesaid downe from the Longe Lyne aforesaid as it is staked out and marked all which

bounds of Meadows highways sett out and staked as abovesaid with all and Singular the Respective Lynes Run and marked as abovesaid in and about the premises we doe hereby Conclude determine Rattafie and Conferme so to be and for Ever Remaine Witness our hands this second day of Januarye 1681

John Allen }
 John Saffin } the Committe
 John Brown }

And ffarther we the Committe above said doe Conclude determine and hereby declare that there is and for ever shall be a Leading Cart way of one rod broad from the great highway by Mr, Anthony Lowes home field all along a Crose the heads of the Long lotts on the northerly side of the dead Swamp Close by the Long line as it Runeth untill it comes to Capt Standishs lott Dated in Swansey the Second day of January Anno 1681

John Saffin }
 John Brown } the Committe.
 John Allen }

An Agreement as to the Division of Certain Uplands
 Swamps and Meadows

Rehoboth the 18th of November 1681

Wee Whow have hereunto subscribed being a community and true proprietors of certain uplands Swamps and Meadows of Sundery Sorts Lying and being in the Colony of New Plymouth, The right whearoff we derived from divers Gentlemen whow by order from the Honored Generall Court of New Plymouth did purchase it of the Great Sachem Osamequin and Wamsetto his son as by deed under their hands and Seales bearing date March the 29th 1653 may Apear And having a reall sence of and laying to hart the great mischifes and inconveniences that may Arise and accrew unto ourselves and posteritye for want of the true stating and exact bounding of each ones devition and peticular propriety and intrest in and to the said uplands Swamps and Meadows doe upon

mature Judgement and Consideration in the discharge of our duty to God and for the prevention of Evill and discord that may arise And for the promoting and Continuance of Love unitye and peace amongst ourselves and those that doe succeed us mutually Agree and unanimously conclude first that a Committee be forthwith Chosen to take notice of the Clames and bounds of Each ones perticuler Lands Swamps and Meadows and take an exact accout thereof and present to us or the Major part of the proprietors dewly warned for Confermation thereof upon Record the persons by us Chosen as a Committe in order to the previous one as folloeth: Capt John Brown Mr John Allen Senior And in Case Mr John Allen cannot attend to it then Jonathan Bosworth Senior and Mr Noah Floyd

James Brown	John Allen
John Saffin	Noah Floyd
John Viall	Jonathan Bosworth
Samull Newman	Israell Peck
Stephen Pain	Nathll Pain
Joseph Peck	John Brown

A Record or Memoriall of the Severall devitions and bounds of all the Meadows and marshes Salt or Fresh of any kind or sort what so Ever with all there Appurtenances given and granted by Osamequin and Wamsitto his Eldest sone unto Certaine Gentlemen in or about the Towne of Plymouth mentioned in and according to the Tenor of the Grand deed of Sale sined and sealed by the said Osamequin and Wamsitto Sachims Bearing date the Twenty ninth day of March Anno 1653 longe since Layed out and devided by and betwene the said persons whose names are mentioned in the deed aforesaid according to there Respective shares and devitions searched out Examined marked and Renued by us the subscribers as a Committe Chosen and apoynted by the Community of Proprie-

tors of the Meadows aforesaid as by an instrument bearing date the 18th November 1681 may appeare is as folloeth

Imprimis Bounds of the severall Devitions of the Meadows fresh or salt of any kind whatsoever as aforesaid that are Situate lyeing and being upon the East and Westerly sides of Kecamuet River and soe Round about Mount hope neck butting and bounding upon the said River & Saltwater Bay untill you Come to Poppasquash and parts Adjacent takeing in all the Marshes and Medowes as aforesaid by or upon the saltwater Bay unto Poppanumscut and so Round butting upon the River to the head of Belchers Creek in perticular is as folloeth

1 The first lott originally Capt Myles Standish sold to Mr. John Brown Senior and Capt Thomas Willett beginneth at the head of Kecamuet River and Lyeth Round on both sides thereof Easterly and Westerlye till one comes to the passage where they have usually gone over with canooes over against Job Winslowes now dwelling house and from thence bounding upon the Easterly side of said River towards ye west to the side of a certain Creek below the now dwelling house of Hugh Cole which Creek Runs towards the upland north East and bounding towards the East so far as the moable Land Exstendeth takeing in all the Island or hummocks of and small strips or poynts of upland in or about the said Meadows as is allowed according to the tenor of the Grand Deed

2 The Second lott of Meadow as aforesaid begineth from the said Creek South Easterly Runing down and butting upon the said River towards the west and bounding upon the upland so far up as the moable Land Lyeth and Exstending to and butting upon the next Creek Called Clark Creek runing towards the upland or Swamp north and by East Easterly to a small black oak marked which Lot of Medow was originally Exsperience Mitchells Lott sold and allianated to Capt Thomas Willett and by him sold to Mr John Brown Senior all which is according to the tenor of the Grand deed

3 The Third Lot of Meadow origeonally John Adams and by him sold to John Allen and Joseph Peck desesed begineth at the Creek where

the Second lot Endeth butting and bounding upon Kecamuet River towards the West and upon the upland towards the East all along so far up as the Moable Land Exstendeth untill it comes to the head of a Creek or Cove which Lyeth north and by East Easterly to Rocke Run according to the tenor of the Grand deed

4 The ffourth Lott of Meadow originally Resolved Whites sold to Mr Stephen Pain .Begineth at the Creek or Cove wheare the third lot Endeth and takes in all the Meadow of any Kinde butting upon the said River towards the West and upon the upland towards the East so far up as the Moable Land Lyes and downwards towards the south to Waypoyset and lyeth and is Layed out for Seaven Acres by Estemation the other thre acres belonging to this lott to make it ten begineth on the westerly side of said Kecamuett River at the first pece or percell of Meadow below the said passage with Canooes that is over against Job Winslowes now dwelling house and runs downe butting upon the said River toward the East and upon the upland of Mount Hope Neck so far up as the Moable Land Lyeth to a broaken red oak tree towards the South Ranging with three stakes or stones in the Meadow upon an East and by north poynt to the River aforesaid according to the tenor of the Grand deed

5 The fifth Lott of Meado being a Common lot and fell to Capt Thomas Willett by Agreement begineth towards the north at the broaken stake marked with four on the one side and five on the other side and is bounded towards the East upon Kecamuet River aforesaid towards the West upon Mount hope Neck upon the upland so far up as the Moable Land Lyeth Exstending towards the south down to a Certain (marked) Stake marked five on one side and six on the other Ranging to the midle of a small Creek or cove branching out of the said River upon an East and by South line halfe a poynt Southerly according to the Tenor of the Grand Deed

6 The Sixth Lot of Meadow being also a common lott and was by Agreement graunted to Mr Stephen Pain Senior and to the Browns begins towards the north where the fifth lott Endeth butting and bounding upon the river Kecamuet towards the East upon the upland of Mount Hope

towards the West so far as the Moable land Lyeth and so runs down towards the south to the narrow Passage Called Waypoyset and from thence runs down Round about Mount hope hill takeing in all the meadows of any kind butting upon the salt water bay or River and bounding upon the upland of Mount Hope so far up as the Moable Land lyeth untill one comes to the Rocks by the ferry going over from Mount Hope to Road Island which now belongs to the Paines and from thence this lott takes in all the pieces or parcels of Meadow lying Round the Neck untill one Comes to a Certain Stake and heap of stones at the poynt of Meadow which beares upon the Southerly poynt of Pappasquash West halfe a poynt Southerly all which from the Rockes at the ferry aforesaid belongses still to the Browns and Paines aforesaid And from thence this same lott from the said stake and heap of stones takeing in all the Meadow butting upon the Bay towards the west and all the meadow round the poynt with the small Island of upland lying about the Rockey Cove westerly with ye flatts and bounding upon the upland of Mount Hope so far up as the Moable land Lyeth towards the East and so Round on both sides ye small Creek and fresh Run, and so takes in all towards the north to a Certain Stake with a heap of stones at the Exstraame or utmost poynt of said peice of Meadow which now belongs to Mr James Brown and Capt John Brown by Agreement And the last peice or persells of meadow of any kind belonging to this lot Lyeth by a creek or pond over about the middle of Popasquash neck and parts Adjacent takeing all the medow and moable Land towards the upland and Swamp there about which is yet to be devided between the Browns and Paines aforesaid according to the Tenour of the Grand Deed

7 The Seaventh lot of Meadow origionally Allianated to Mr Stephen Pain Senior and by him sould to Henery Smith and Phillip Walker begineth at a Stake and heap of stones at the Southerly Side of a peice of Meadow butting from thence upon the Bay west to a rock in the Bay near the shoare and from thence Runs up round the Cove on both sides the Creek Called Walkers Creek butting and bounding upon the upland of Mount hope so far up Round about towards the south East north and West as the moable land and Meadow of any kind lyeth untill it comes

to a heap of stones at the poynt towards the north parting between this lot and Capt Thomas Willetts next Lot of Meadow according to the tenor of the Grand Deed

8 The Eaighth Lott of Meadow origionally Capt Thomas Willetts begineth at the stake and heap of stones whear the seaventh lott endeth on the poynt by Walker Creek aforesaid towards the south and from the said Stake Runeth upon a west Lyne to the mouth of said Creek and from thence extendeth towards the north to the Indian fourt beyond the Swamp by the Hill side near the Spring taking in all the Meadow and Moable Springy land upon the upland of Mount hope towards the East and is butted and bounded upon the bay towards the west takeing in all the Meadow and Moable Lands Island or humocks of upland on both sides the Creek or pond Runing up towards the Indian fort aforesaid and from thence runs round about the cove of Meadow above the Elme tree and willow Bushes so far up as the Moable land Lyeth towards the north untill it comes to the head of the bay round about the small pond to the utmost poynt of Meadow or Marsh bounded by a white oak blown up by the roots butting from thence upon the Bay aforesaid according to the tenor of the Grand Deed

9 The Ninth Lot of Meadow which was origionally John Adams about Popasquash Neck begineth at the uttermost poynt or part of the Meadow or Marsh butting upon the Bay at the Creeks mouth towards the west and from thence butting upon the Creek or pond towards the north and so is bounded upon the upland of Popasquash neck towards the south so far up as the Moable Land Lyeth and so Round about the Cove of Meadow on both sides the small Creek issuing out of the Swamp untill it comes to a marked Red oake upon the upland side towards the East bounded thereby upon a west north west Lyne half a poynt northerly bearing upon a great Rock on the other side of the said Pond according to the tenor of the Grand Deed

10 The Tenth Lott of Meadow origeonally Thomas Clarks begineth at the said marked Red oak and lyne runing through the Marsh upon a west north west halfe a poynt northerly lyne to the pond butting upon the said pond as it lyeth towards the west takeing in all the Meadow and

Moable Land upon the upland towards the East untill it comes to a great white oake marked ten on the one side and Eleven on ye other and from thence runs down butting upon the Pond from the said tree upon a north west and by west lyne Ranging by three Rockes according to the tenor of the Grand Deed

11 The Eleventh Lott of Meadow begineth at the great white oake whear the tenth lot endeth and is bounded towards the South upon the said north west and by west line Ranging with three rock's towards the South upon the upland so far up as the Moable land lyeth towards the east and so bounding upon a certain marked tree towards the north and from thence is bounded by a west north west line half a poynt northerly by the head of a small Pond lying in the meadow of Capt Thomas Willett and was origeonally the Meadow of John Winslow Purchased by Stephen Pain senior according to the tenor of the Grand Deed

12 The Twelveth Lot of Meadow originally Thomas Cushmans Purchased by Capt Thomas Willett begineth at the white oake marked Eleven on the one side and twelve on the other whear ye Lott of Mr Stephen Pain Endeth and Runs upon a west north west lyne at the head of a small pond in this Meadow butting and bounding upon the upland Round about the Cove of Meadow so far up as the Moable land Lyeth towards the East north and west and upon the Meadow of Stephen Pain towards the South According to the tenor of the Grand Deed

The next parcell of Meadow in Common amongst the purchasers Called Grate Meadow sould to Mr Anthony Low begins at a Certain Stake at the Southerly poynt of the said Meadow butting and bounding upon the bay all alonge as it Lyeth towards the north and bounded upon the upland of Mount hope towards the south and East so far as the Moable land Lyeth according to the tenor of the Grand deed till it comes to the stake at the end of the said Meadow Northerly

13 The Next Lott of Meadow begineth at a wild Cherrie tree marked by the beach side at the lower end or poynt thereof butting upon the Bay towards the west all a long till it comes to a stake by the beach side at the head of a flaggy Pond and from thence upon a south south east poynt Ranging by stakes to the upland or Swamp upon Mount hope neck so

far up as the Moable Land lyeth till it Comes to the Cherrie tree again being Layd out for six Acres and a halfe origeonally belonging to the Whites and by them sold to Mr Stephen Pain Senior the Remainder of which lott to make it up ten Acres shall be hereafter mentioned in its due place according to the Tenor of the Grand Deed

14 The Fourteenth Lott of Meadow origionally pertaned to John Winslow and by him sould to Stephen Payne Senr begineth at the said stake at the flaggy Pond by the beach side bounded by the thirteenth lott towards the south and Runs upon a south south East lyne a poynt Easterly to upland or Swamp upon Mount hope neck so far as the moable land lyeth round about the Cove of meadow takeing in all the hummocks or strips of upland in the said Meadow untill it comes to the run or spring issuing out of the upland and from thence it runs up to a marked walnut tree at the dich in the meadow parting the next lot of Meadow some time pertaining to Capt, Thomas Willett takeing in all the Meadow and Moable land Islands or hummocks of upland in or about the said Meadow Butting upon the river of Swansey towards the west according to the tenor of the Grand Deed

15 The Fiveteenth Lot of Meadow origionally belonging to Capt. Thomas Willett begineth at and is bounded towards the south with the ditch Ranging with the walnut tree upon a west and by north lyne halfe a poynt northerly to the river of Swansey and from thence runs up bounded by the upland so far as the Moable land lyeth towards the East untill it Comes to the uttermost poynt of the said Meadow towards the north and is bounded upon Swansey River towards the west According to the Tenor of the Grand Deed

The Remainder of the Meadow to make up the six Acres and a halfe below ten Acres lyeth part at a place Called Princes Pond on the Westerly side of Swansey River and is bounded towards the south upon the highway that Leadeth up to an Eaighly Acre lott of upland some time Capt. Willetts to the west towards the said Pond to the north upon the lott of upland some time Thomas Clarke's to the East on the River And partly upon Popanomscutt on the Easterly Side of the River begining at the Southerly part of the Meadow over against the Litle Island in the fork

of the River takeing in all the Meadow and Moable land Islands and hummocks of upland Lying and being in and about the said Meadow to an ould stump upon the upland of Brook's Pasture Runing from the stump upon a flatt stone picked up on a north East lyne halfe a poynt Easterly ranging with a rock and soe Cross a small Pond to the River according to the tenor of the Grand Deed

16 The Sixteenth Lot begineth from the said old stump and flat stone picked up and runs upon the Southerly side of the River and Belchers Creek till it comes to the head there of takeing in all the Meadow and Moable Land Hummocks or Islands of upland in or about the said Meadow bounding upon the said River or Creek Towards the north and upon the upland of Brookes his pasture towards the south and to the head of Belchers Creek aforesaid Towards the East and was origionally Josiah Winslow sold to Mr Stephen Payne Senr and Mr Peter Hunt according to the tenor of the Grand deed

Memoriall or Record of the bounds of all the meadowes fresh or salt situate Lying or being at or about Popanomscut lands or Pheebes Neck Round about butting upon the Great River Called Swansey River and upon the Salt water Bay and creeks Adjacent and the persons to whome the said Meadowes did origionally Appertain according to the tenor and true mening of the Grand deed Bearing date the twenty ninth day of March 1653 is as folloeth

1 The first Lot of Meadow origionally Thomas Clarkes since purchased by John Allen senr begins at a marked oake saplin and heap of stones bearing East South East upon the Great River now called Swansey River and from thence lyeth down butting upon the River all round about the neck Takeing in all the small Islands or Hummocks of upland lying scattering in the said Meadow bounding upon the Easterly side of a Cove or Branch of the said River Running up towards scamscammuck spring till it comes to a small Creek runing up East north East to a marked Maple tree takeing in all the Meadow or Moable Land in said bounds According to the tenor of the Grand deed

2 The Next Lot of Meadow origionally John Adams since purchased by John Allen senr and Mr Joseph Peck deaseased begins at the Maple tree takeing in all the Meadow butting upon the westerly side of the small Creek and Cove aforesaid butting and bounding upon the upland towards the west so far up as ye Moable Land Lyeth Round between the Great River and the upland so far up as the Moable Land Lyeth unto the marked tree upon the upland down to a marked white oak standing in the Meadow and from thence upon a south west poynt to a Great Rock in the Bay According to the tenor of the Grand Deed

3 From That lot begins Another Called the Common Lot takeing in all the Meadow from the bounds aforesaid to the Bay bounded towards the north to the highway at the bottome of the Neck towards the south and west upon the Bay according to the Tenor of the Grand deed

1 The first devition whereof Exstends to a black oake blown up by the rootes marked and runs upon a south west Lyne westerly to the north west end of a flat Rock in the Bay and now belongs to Mr John Allen Senior

2 The Second devition begineth whear the first endeth and now belongs to the Pecks and Exstends to an ould broaken oak stump Runing upon a south west Lyne westerly to the Bay

3 The Third devition belonging to Mr James Brown and Capt John Brown Exstending from the said ould broaken oak stump to a marked horn bow tree Runing from thense upon a south west Lyne westerly upon the Bay

4 The Fourth and last divition of the said Common Lot at the bottome of the Neck Runs from the said marked hornbow tree upon a south west Lyne westerly to the Bay and now belongs to Leut Peter Hunt all which devitions are according to the tenor of the Grand deed

5 The Meadow about Hides hole being the reversion of the common meadow as it is bounded with the upland and beach on all sides so far as the moable Land Lyeth pertaneth to Samuell Newman Phillip Walker Henery Smith and Thomas Chaffey.

4 The next ten acre Lot of Meadow origionally Mr William Bradfords is bounded from a marked small tree upon the Bay at a stake on the



ANCIENT HOUSE BUILT BY WILLIAM ALLIN ABOUT 1664
At Annawomscutt, now West Bartington

Easterly poynt of said Meadow or Marsh on a South and by West Lyne and was purchased by Mr Joseph Peck and Mr Samuell Newman the Minister now deaseased and devided between Nathaniell Peck and Israel Peck on the Easterly End thereof and Samuel Newman towards the west bounded upon a south Lyne westerly from the upland towards the Bay as the stakes are set betwene the meadow which the said Pecks part of said Lot and yt thereof pertaning to Samuell Newman which is bounded with the Marsh or Meadow Land belonging to Mr James Brown and Capt John Brown towards the west as ye ditch Runs from the upland towards the Bay upon A South and by west Lyne according to the tenor of the Grand Deed

5 The Next Parcell of Meadow Begins at the said ditch and fence of the said Newmans westerly bounds takeing in all the Meadow lying between the upland and the said Bay to Nayot poynt and was given and graunted to Mr John Brown Senior by the Proprietors for twelve Acres more or less and now belongeth to the said Mr James Brown and Capt John Brown According to the tenor of the Grand Deed

6 The Next Lot origionally Capt Miles Standishes Begineth at Nayot beach or Creek and takes in all the Meadow of any sort or kind on both sides of Mouscochuck Northerly Creek and allso on both sides the Easterly Creek and all the meadow on Annawomscut Creek so far up as the Moable Land Lyeth according to the Tenor of the Grand deed all which Meadow situate Lying and being on the Easterly Creek and all the Meadow on the East side of the northerly Creek and all the Meadow on Nayett side pertaneth to Mr James Brown and Capt John Brown And all the other Meadow on the west side of the northerly Creek and all the Meadow lying upon Annawomscutt Creek Pertaines to Capt Thomas Willett Since Allianated to William Allen

A Memoriall or Record of the Bounds of all the Meadows fresh or salt situate Lying and being on or about New Meadow Neck buting and bounding upon Newmeadow River and Creeks and Swamps Adjacent and the persons to whome the said Meadows origionally did pertain according to the tenor and true meaning of the Grand deed bearing date the twenty nineth day of March one thousand six hundred fivety three is as folloeth

1 The bounds of the first Lott of Meadow butting upon the westerly side of New Meadow River begins at a small Ledge of Rockes by the said River side upon the upland upon a south South East Lyne halfe a poynt Easterly to a rock in the River and from thence takeing in all the Meadow and Moable Land between the upland and the River untill one Comes to a broaken oak and from thence Runs upon an East and by south line a quarter of a poynt Southerly butting and bounding upon the said River And origionally was the lot of Exsperience Mitchell sould to and purchased by Capt Thomas Willett and from him to Mr John Brown Senior taking in all the Meadow and Moable Land so bounded according to the Tenor of the Grand deed

2 From thence even from the sd broken oak begins the Comon Meadow being five Acres more or less butting upon the said River Exstending to a pine tree in the meadow and runs upon an east & west lyne to a Cove in the s'd River takeing in all the Meadow between the River and the upland between said bounds so far as the Moable Land Lyeth according to the tenor of ye Grand deed

3 The Next Lot of Meadow which was origionally Thomas Cushman purchased by Capt Thomas Willett Exstending from ye said pine tree Runing up Northerly to a pine tree and a ditch Runing upon an East and by South Lyne Southerly butting on the said Ryver as the moable Land Lyeth According to the tenor of the Grand deed

4 The Next Lot of Meadow was origionally Mr Thomas Princes Lot purchased by Mr John Brown Senior Exstending Northerly to a white oake upon a poynt of upland marked of ould and now opened anew run-

5 The Next part of the said Meadows at present the
 name of the said Meadows is by the name of the
 Meadows lying between the upland and the said River
 was given and granted to Mr. John Brown and Mr. John
 and twelve Acres more or less and now is granted to
 James Brown and Capt. John Brown and Mr. John
 Grand Dred

6 The Next lot originally had three Standards in the
 Dred, each of five and takes in all the Meadows on any lot
 or land on both sides of the said River and also
 on both sides the Eastern Creek and all the Meadows on the
 said Creek to far up as the Meadows land with the
 Tenor of the Grand Dred all with the said Meadows
 on the Eastern Creek and all the Meadows on the East side
 on the northerly Creek and all the Meadows on the East side
 to Mr. James Brown and Capt. John Brown And all the Meadows
 on the west side of the northerly Creek and all the Meadows lying
 upon the said Creek pertains to Capt. Thomas Willitt
 hence allanated to William Allen

A Memorall or Record of the Bounds of the
 Meadows fresh or salt situate lying and being in the
 Meadow Dred outins and bounding upon the said River and
 Creeks and Swamps adjacent and the persons to whom the said
 Meadows originally did pertain according to the true and
 meaning of the Grand Dred Bearing date the twenty ninth day
 of March one thousand six hundred ninety three is as followeth

1 The bounds of the first lot of Meadow cutting was to
 the westerly side of the said Meadows River or small branch of
 the River by the said River side upon the upland upon a gentle declivity
 East line half a point Easting to a Pole in the River and
 thence taking in all the Meadows and the said land to the
 upland and the River until one comes to a point where the
 thence runs upon an East and by South line a quarter of a mile
 Southward cutting and bounding upon the said River and
 was the lot of the said Meadows owned by and granted to
 Thomas Willitt and from him to Mr. John Brown and
 in all the Meadows and the said land to the Tenor of the
 Tenor of the Grand Dred

2 From there from the said River one comes to a point
 and thence runs upon the said River and the
 line on the Meadow and runs upon an East and by South line
 a quarter of a mile cutting in all the Meadows between the River and the upland
 and comes so far as the double line South according to the Tenor of the Grand
 Dred

ing by a ditch upon a South East Lyne to the River takeing all the Meadow and Moable Land to the upland according to the tenor of the Grand deed

5 The next Lot of Meadow origeonally was Mr Josiah Winslowes Exstending from the aforesaid oake and ditch Northerly to a narrow part of the Meadow to an ould oake Cut down Runing upon a stone piched downe on an East South East Lyne butting upon the said River takeing in all the moable Land within the bounds aforesaid according to the tenor of the Grand deed

6 The Next Lot of Meadow origeonally John Winslows begineth where the other Endeth at the said stone and tree Exstending Northerly between the upland and the River to a white oake marked at the Lower End of a Longe piney poynt upon the mayne River aforesaid and so rangeth with a greeat pyne marked towards the top of the Ridge of said poynt towards the west takeing in all the Moable Lands within the bounds aforesaid According to the tenor of the grand deed

7 8 The Next two Lots of Meadow Called broad Cove origionally the Meadow of Capt Thomas Willett and Exstendeth from the oake and pyne poynt aforesaid whear the other lot endeth up northerly to the Southerly side of a Certain Creek to a Certain Red oake marked on the poynt of upland on the upper end of the said Creek west south west takeing all the Coves of Meadow and strips and poynts of upland with all the Moable Land so bounded according to the tenor of the Grand deed

9 The Next Lot of Meadow origeonally John Adams purchased by Mr Joseph Peck and Mr John Allen senior and Runs up all alonge from the said marked red oake upon the said poynt takeing in all the Meadow and Moable Land upon the northerly side of the Creek butting upon the said River takeing in all the poynts and persells of Meadow untill it Comes about the midle of a triangle pece of Meadow to a Red Oake sapling marked Runing upon an east southEast Lyne through the Meadow by stakes to the sd River over against Rockey River by vertue of the Grande deed

10 The Next Lot of Meadow origeonally John Winslowes which

Exstends from the said Sapling and stakes where the other Lot endeth upon the west side of the said River takeing in all the Meadow and Moable Land to the uper End of the Salt marsh River Called New Meadow River According to the tenor of the Grand deed

1 The first Lot on the East side of the River Called New Meadow River begins at the upper End of the Salt next to Palmers farne bounding upon the River westerly and the upland towards the East and takes in all the Moable Land untill it comes down to a small Creek Runing in towards the upland near or by the Clay pits towards the south and was origionally Josiah Winslowes by the Grand deed

2 & 3 The second and third lots that were origionally Thomas Cushman's Meadows purchased by Capt Willett begineth at the said Creek by the Clay pitts aforesaid towards the north and from thence runs down butting upon the River towards the west takeing in all the severall parsell's Coves of Meadow and Moable Land with all the small poynts strips and Islands or hummocks of upland Lying in and about the premises untill one Comes downe to the northerly part of the poynt of upland towards the south against the mouth of a Cove or Creek and from thence upon an East and by South Line to a white oake marked and blown up by the Rootes on an Island of upland in the said Meadow to a Certain white oake tree on the upland Likewise blown up takeing in all the Moable land within the bounds afforesaid According to the tenor of the Grand deed

4 The fourth Lot of Meadow begins at the Root of the white oak tree whear the said two last Lots Ended and Runs down to the Southerly side of the Broad Cove to a black oake marked takeing in all the Meadow and Moable Land within the said bounds according to the tenor of the Grand deed And was origionally the Meadow of Resolved and Perigrine Whites

5 The fivefth Lot begins whear the fourth Lot endeth and runs down butting upon the River towards the west takeing in all the Meadow and Moable Land small poynts and Island or hummocks of upland till it comes down to the Northerly side of a piney poynt of upland Runing downe to the River upon an East and West poynt on a pine tree marked and fallen

downe by the River side and was origionally Josiah Winslowes by vertue of the Grand deed

6 The Next Lot of Meadow origionally Mr William Bradfords begineth at the said Pine tree wheare the last Lot Endeth and Runs upon Newmeadow River towards the west untill it Comes to a stake Ranging with a flat Rock and Stone in the Meadow by the fence to the said River on a west and by north line halfe a poynt northerly which is the bounds of this Lot towards the South takeing in all the Moable Land According to the Tenor of the Grand Deed

7 The Next Lot origionally Mr Thomas Princes Meadow begins towards the North at the flat Rock wherewith the Last Lot Endeth and takes in all the Meadow and Moable Land between the upland towards the East and Westerly towards the River and Creek Called Belchers Creek untill it Comes to the head of said Creek on the Northerly side thereof which said Lot was Allianated by said Prince to Mr John Brown senior According to the tenor of the Grand deed

The Severall Enteries of the Exact Bounds and Limits of all the Marsh or Meadow Lands pertaining to sundry persons according to there origionall Graunts inserted in the Afore written folios have ben by us the subscribers Carefully searched out and duely Examined and truely stated According to our best skill and abillity we being Chosen as a Committe by the Company of Proprietors to that purpose on the eaighteenth of November one thousand six hundred Eaigthy one

Witnes our hands

John Brown }
John Allen } as a Committe
Noah Floyd }

At a Lawfull Warned and full Meting of the Proprietors at Rehoboth on the twenty third day of october one thousand six hundred Eaigthy two

Wee the Proprietors of all the Meadow Lands be it fresh or salt as above mentioned According to there origionall Graunts Respectively bounded and by the dilligent Search and Survey of the Committee by us

Apoyned found out and Cleared up and now presented to us for our Approbation and Assent to be Recorded for the Reall use and benifit of ourselves and them that shall Survive us And having Perused and Maturely Considered the Premises doe find to our great Satisfaction that the Severall parts thereof is truely and Justly bounded according to Each ones peticuler Right and true Propriety And Therefore doe by our unanimous free Consent Allow and Conferme and Maintaine the same to be Authentick to all true intents and Purposes According to Law In Witnes Whearof wee have hereunto Sett our hands the day and year above written

James Brown
John Saffin
John Brown
John Viall
Stephen Payn
Anthony Low
Israell Peck
John Payne
Joshuah Smith

Peter Hunt
John Allen
Noah Floyd
Samuell Peck
Nathaniell Payne
Samuell Newman
Joseph Chafey
Abraham Perren

Whereas theire hath bin a Misunderstanding and defference between the heirs of Ensign Henery Smith of Rehoboth and Robert Millerd of the Town Aforesaid about the bounds of the fourth and fifth ten Acre Lots of Meadow Lying on the East side of New Meadow River in Swansey

It is now concluded and Agreed by Capt Peter Hunt overseer of the heirs of the said Henry Smith and Joshuah Smith Eldest Sonn of ye said Henry Smith And the said Robert Millerd that the bounds between the fourth and fifth Lots aforesaid is and shall be a white oake tree by the upland on the south side a Litle Creek Marked four on the North side and five on the south side and from thence on a west North west poynt

of Compas to a stake sett ranging with the midle of a Cove In Witnes
whearof the said persons have hereunto set there hands this 19 of May
1685

Sined as witnesses

Nicholas Peck

Peter Hunt

William Bartrem

Joshuah Smith

Obadiah Bowen

Robert Millerd

One Parsell of Meadow pertaning to Richard Whitteker laid out
formerly for four Acres and a halfe to Phillip Walker and Henery Smith
of Rehoboth desesed and to Samuel Newman viz two Acres to Phillip
Walker two Acres to Henery Smith and halfe an acre to Samuell New-
man and now all in the possestion of the said Richard Whitteker which
said Meadow is situate on the west side of New Meadow Neck and is
bounded on the North west with a Cove and westerly with the River
Southerly with the Meadow of Nathaniell Peck and Easterly with the
way of a rod wide

A Record of the Severall Divitions and Bounds of
the lands of Poppanomscut aliss Phebes Neck in the
Township of Swansey pertaining to Sundry persons Pro-
prietors thereof as it is Layd out is as folloeth to them
& every of them their & every of their heirs & Assignes
forever

1 The first lott upon the River side being a single lott about thirteen
Acres Called the home Lotts pertaineth To Leut Peter Hunt and is
Bounded upon the said River and Mr Allens Meadow towards the East,
towards the South upon the Land of John Allen and the highway at an
oake saplin with stone let into the ground about it, towards the west upon
the great highway at the head of the home Lotts at a certain Stake with
stones as aforesaid towards the north with the land of the Paynes at the
head thereof by a stake, and by the River side with a stake by a celler
digged with stones about it as aforesaid

2 The second lott belongeth to the Paynes being three Lotts about

thirteen Acres each and is bounded towards the East upon the meadow of John Allen towards the south upon the Land of Peter Hunt at the stake by the cellar aforesaid towards the west upon the great highway at a stake with stones about it as aforesaid towards the north upon the Land of John Saffin to a saplin marked being three Lotts and is about thirty eaight Rod in Breadth and is thus devided viz from the aforesd stake by the Cellar to a Certain split stake neare the said meadow with stones about it being two thirds of the aforesaid three lots and from thence to the aforesaid sappling towards the north with stones about it Let into the ground which Lot pertaines to John Paine

3 The Third Lott belongs to John Saffin being a single lott about thirteen Acres and is bounded Towards the East partly upon the said John Allens Meadow and partly upon the River Towards the South upon the Land of John Paine to a sappling marked S with stones about as aforesaid towards the west upon the great highway at a stake with stones as aforesaid towards the north upon a highway of two Rod wide, going down to the River

4 The fourth Lot belongs to Thomas Chafey being a single Lott about thirteen Acres and is bounded towards the East upon the River towards the South upon the said highway Leading to the River at a sapling marked by the River side towards the west by the great highway towards the North to a young walnut tree marked and upon the Land of Samuell Newman

5 The Lot belongs to Samuell Newman & partners being a single Lot about thirteen Acres and is bounded towards the East upon the River towards the South upon the Land of Thomas Chafey to a young walnut marked with stones about it towards the west upon the Great highway at the head of the said Lots as aforesaid and towards the North upon the Land of Mr James and John Brown at a sapling by the River side marked E B

6 The sixth Lott being two single Lotts and a halfe Containing about thirty two Acres and a halfe belongs to James Brown and John Brown & is bounded upon the River towards the East towards the South upon the Land of Samuell Newman and partners towards the West upon

the Great highway at the head of the said Lotts towards the North upon the Land of Capt Thomas Wilets heires to a stake with stones at the head and to a sapling marked T W in the hedge by the River side at a sandy poynt

7 The Seaventh Lott being five single Lotts Containing about sixty five Acres belongeth to Capt Thomas Willets deaseased his heires and is bounded towards the East upon the River towards the South upon the land of Mr James and John Brown at the said sappling in the hedge by the river side at a sandy poynt steep too towards the west upon the Great Highway at the head of the said Lots towards the North Exstending as the River Lyes is bounded upon the highway two Rod within the fence towards the South as the fence now stands

8 The Eaight Lott being one Lott & a halfe Containing about Nineteen Acres and a halfe belongeth to the Pecks and is bounded upon the River towards the East, upon the highway that Leadeth to the River towards the South upon the Great highway at the head of the Lotts towards the west and towards the north upon the highway that leadeth to the River by the Land of Anthony Low Sould to him by the Proprietors with severall Stakes the ground digged with stones about it

9 The Ninth Devition belonging to Anthony Low being about Eleven Acres sold to him by the Proprietors is bounded towards the East upon the river towards the south upon the highway Leading to the River towards the west upon the Great highway and towards the north upon the Long Line of the Ould Lots

10 John Allen senr his hous Lott being two single Lotts Lying at the southward of the said house lotts is bounded towards the East upon the River and his Meadow towards the South by a Rock and a stake towards the west upon this Meadow and the Brook

All these severall Lots were Layd out by a fly Compas and There Length Lyeth East and by South Southerly from the Great highway to the River by the aforesaid Compas

Here folloeth the bounds of **the Great Lotts** Layd out in the said Phebes Neck upon a north and South Line by a fly Compas

1 Imprimis the first Lot pertaneth to Peter Hunt being a single Lott about thirty six Acres and is bounded towards the East upon the Great highway Runing down the neck towards the South upon the highway Leading towards the west and towards the west upon the Land of Thomas Chafey at a stake with a stone in the earth digged, towards the north upon the Longe Line by the dead Swamp at a Maple bush in the pond marked

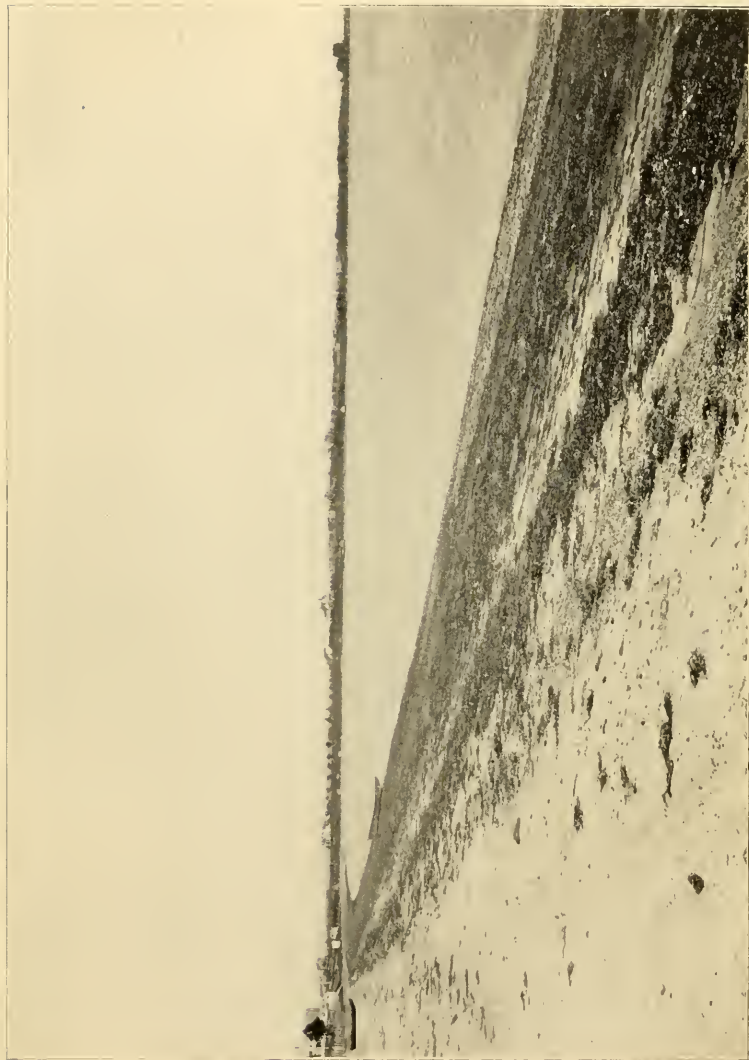
2 The Second Lott belongeth to Thomas Chafey and is thirty six Acres or thereabouts bounded towards the East to the land of Peter Hunt towards the South upon the Great west highway towards the west upon the Land of John Allen Sr towards the north upon the Longe Line bounded with Marks at the Respective Corners by Stakes and holes digged

3 The Third Lott pertaneth to John Allen Sr being two single Lotts Contaning about Seaventy two Acres and is bounded towards the East to the Land of Thomas Chafey towards the South upon the west highway towards the west upon the Land of the Pecks towards the north upon the Longe Line bounded with marks and digged at the Respective Corners

4 The fourth Lott belongeth to the Pecks containing one lott and a halfe being about fivety four Acres and is bounded towards the East upon the Land of John Allen Sr towards the South partly upon the Great west high way and partly upon said highway running Southerly by hides hole and soe bounded by the said way runing near west north west and towards the west upon the Land of Samuell Newman and towards the north upon the Longe line bounded with Markes at the Respective corners (with a wallnut at the North East and a Maple at the North West corner)

5 The fifth Lott belonging to Samuell Newman and partners Containing about thirty six Acres and is bounded towards the East upon the Land of the Pecks towards the South on the Great highway by the Bay side towards the west upon the Land of the Pains towards the north upon the Long Line there Marked on the north west Corner with a green Maple tree in a swamp on the north East Corner with a Green wallnut

6 The Sixth Lott being three single Lotts Containeing about one hundred and eaight Acres and is bounded towards the East upon the Land



BEACH ON SOWAMS OR NARRAGANSETT BAY, BETWEEN NAVATT AND CHACHAPACASSETT

of Samuell Newman and Partners, towards the South upon the Great highway upon the Bay towards the West upon the Land of Capt Thomas Willetts heirs and John Saffins towards the north upon the Long Line aforesaid And is Thus devided the third part whearof towards the west pertaineth to John Paine all of which is bounded with marks at the Respective Corners

7 The Seaventh Lott Belongeth to the heirs of Capt Thomas Willett deaceased now to John Saffin and is bounded towards the East to the Land of the said John Paine towards the south upon the highway Lying partly upon the Bay aforesaid and partly upon the highway by the Meadow side towards the West upon the Land of James and John Brown to the Northwest Corner of Samuell Newmans Meadow And from thence upon a direct Lyne about north northwest to Toms spring to a Marked tree there and thence East northerly to a stake on the south side Moscachuck Creek there it Exstendeth north by the Land of Mr James Brown and Capt John Brown up to the Longe Line and bounded on the north with said Longe Line this parsell of Land containes two hundred and sixteen Acres

8 The Eaight Lott being two shares and halfe Belongeth to James Brown Esq and John Brown and Containeth about ninety Acres and Eaight Acres formerly alowed them by the Indians and is bounded towards the East upon the land of John Saffin Towards the South upon there owne Meadows towards the west upon the Bay And towards the north upon the Creek and there own Meadow up to Toms Spring aforesaid

The Devition of the Neck Called Chachapaucasett

Lying on ye Lower and southerly most part of Phebes neck aforesaid is as folloeth

The first Lott begineth on the west side of the highway that Runs down Southerly about the midle of the said neck belongeth to Samuell Newman and partners and is about thirteen Acres and a halfe bounded towards the north upon the Great highway Lying upon the front of some of the Great Lotts aforesaid towards the east upon the said highway Run-

ning down the said Lower Neck towards the South at a marked stake, upon the south the Land of the Paines towards the West upon the Bay or hides hole upon a west line marked with stakes upon the highway and towards the north upon the highway

2 The second Lott belongeth to the Paynes being three single Lotts or shares and is about thirty four Acres and halfe and is bounded towards the north upon the Land of Samuell Newman and partners towards the East upon the aforesaid highway towards the south upon the land of John Allen by a stake marked two and three the southerly third part whearof belongs to John Paine being own Lot or share towards the west upon the Bay upon a West Line

3 The Third Lott being three Lotts or shares belongeth to John Allen Senr Containing by agreement about twenty three acres and a halfe and the remainder to make up the Complement of the three shares is Layd out in the Litle Neck Lying by the River side at the Southward of the said Allens home Lotts and is bounded towards the East upon the highway that Runs down the said Neck at a stake marked three and four the Earth digged and stones about it toward the south upon the Land belonging to the Pecks at a stake with stones as aforesaid And towards the west upon the Bay upon a west Line and towards the North upon John Paynes Lott

4 The fourth Lott belongs to the Pecks being one share and a halfe being about twenty Acres and a quarter and is bounded towards the East upon the said highway at a stake as before Towards the South by the Land of James Brown Essquier at a stake digged as before Towards the west upon the Bay Runing thether upon a west Line North upon the Land of John Allen Senr

5 The fifth Lott belongs to James Brown Esq being a share and a quarter Contaning about sixteen Acres and three quarters and is bounded towards the East upon the highway with stakes set and the earth digged about them towards the south upon the way (or Meadow bounds) Reserving a Leading Cartway by the side thereof toward the west upon the Bay on a west Line betwene him and the Pecks Towards the North upon the Land of the Pecks aforesaid

6 The Sixth Lott Belongs to Peter Hunt and is about Eleven Acres and a halfe and is bounded towards the East and South upon the Meadow Limmits Reserving a Leading Cart way by the sides thereof towards the west upon the highway Runing down the Neck and towards the North upon the Land of John Saffin with stakes digged into the Earth

7 The Seaventh Lott being six shares Containing about Eaighly one Acres and is bounded towards the East upon the Limmits of the Meadows Reserving a Leading Cartway by the side thereof Towards the South upon the Land of Peter Hunt towards the west upon the highway with stakes digged in the earth and stones about them and towards the North upon the Land of John Brown all which six shares belongs to John Saffin

8 The Eaight Lott belongeth to John Brown being about Sixteen Acres and three quarters and is one share and a quarter and is bounded Towards the East upon the Limmits of the Meadows Reserving a Leading Cart way by the side thereof Towards the south upon the Land of John Saffin towards the west upon the highway Running down the said Neck And Towards the north upon the highway Marked with stakes digged and stones about them as before

All which Lotts aforesaid which Lye on the west side of the highway going down the sd Neck Run upon a west Line directly to the Salt water Bay and those Lots that Lye on the East side of the said highway going down the said Neck doe Run upon an East Line or poynt to the Meadows as aforesaid

The remainder of the Land in the Litle Neck by the River side Lying at the Southward of John Allens home Lott Belongeth to him the said John Allen graunted to him by the proprietors partly in his own Right or share thereof and partly in the Right of all the proprietors Exsept the paynes and Peter Hunt whow sould there Respective shares therein and for that Reason the said Allen hath Lese Land in his other devition of Chachapacauset Neck and John Saffin and the other proprietors have more by Exchange

Know all men by these preasents that I Stephen Paine of Rehoboth doe for me my heirs Executors and Administrators Release and forever

quit Clame unto My Brother John Paine his heirs & Assignes all my Right title or intrest that I have had or may any way pretend to have in that share or Eaughteenth part of Phebis Neck with all the Rights members and Appurtenances thereunto belonging or any maner of way appertaining to the same which my said Brother John Paine formerly Sould to John Saffin of Boston Marchant or his Assignes according to all true intents and purposes of the Law in that case provided Witnes my hand and seall this twenty Eaight day of October 1682

Witness

James Brown

Stephen Pain

The mark of (S) Samuel Sabin

This instrument was by the above written Stephen Paine owned and acknowledged according to law the day and year above written Before me

James Brown Assistant

Articles of Agreement between Mr John Viall and Mr Noah Floyed both of the Town of Swansey in the Government of New Plymouth in New England for and concerning of dividing of lands Ajacent to there dwelling house which they have in partnership between them (vis) that upon the third day of April 1680 The said partyes made a devition of the said Lands (vis) That the Said Mr John Viall shall have and injoy as his owne proprietye The whole field of improved Lands upon the Easterly side of the Long Lane being Surveighed and found to bee Sixty nine Acres be it more or less and also one Acre and a halfe out of the barn pasture Adjoyning the end of Mr Vialls part of the Barn To him the said Mr John Viall his heirs and Assignes forever, In Consideration whereof Mr Noah Floyd shall have and injoy as his own propriety the Remainder of the barn pasture and the great feild on the westerly side of the Long Lane both which tracts of Land being surveighed and found to be seaventy Acres and a halfe be it more or less To the said Mr Noah Floyd his heirs and Assignes forever, (Provided) That for this preasent year the said Mr Viall shall have free Liberty to plant or improve for Corne what Lands he stands in need of out of the said Mr Floyds Lands

not exceeding nine Acres and also that the said Mr Viall or his heirs and Assignes shall have Liberty to take of his Crop or Crops at harvest And Likewise it is Agreed by both the said partyes that they shall Joyntly and Equally make up and Repair at Equall Charge all the fences for this year about all the aforesaid feilds now devided: As Also it is Agreed upon by both the partyes that a tract of Land that lyes about the barn shall forever Lye Common betwixt them as it is now staked out forever for Each there benifit for the maintaining of peace and Ounity between them And that also the Long Lane that is now between the said feilds shall forever Lye in Common between them both for passage and feeding: It is also to be understood that the orchards and the two small yards Ajoyning to the small orchards yet Lye in Equall partnership between them And Also it is agreed by both the said partyes that all the Lands that are yet in Joynt partnership between them shall be devided Equally within one year after the date hereof To which Articles of Agreement we doe both firmly bind ourselves our heirs Executors or Administrators Witness our hands and sealls the day and year above written

Sined sealed in the presence of

John Brown

Samuell Mason

William Carpenter

John Viall

Noah Floyd

Articles of Agreement Respecting the devition of the orchards between Mr John Viall and Mr Noah Floyd of Swansey partners in the orchards aforesaid by the Assistance of Mr James Brown Esquer and Mr John Allen Senior this 10 of desember 1680

Imprimis that Mr. John Viall his heirs and Assignes shall have and enjoy forever the Litle orchard next the said Vialls Land or Northeast orchard and all that house standing in said orchard and the yard Ajoyning home to the highway Called the Longe Lane, and all the North part of the Great orchard bounded south by two stakes at which devition the said Mr Viall shall set up and maintain a fence a Crosse said orchard for Ever and is bounded East North and West by the fence as now it stands

and the North fence is to be joyntly maintaned betwixt said Viall and Mr Noah Floyd the said Mr Viall paying to Mr Floyd or his order three pounds as money in Corn or Cattle at or before the last of March next insuing and also the said Viall shall for ever Maintain the fence of his orchard Eastward

In Consideration whearof the said Mr Noah Floyd shall have and enjoy to him and his heirs and Assignes for Ever the south part of the great orchard next ajoyning to the said Floyds Land bounded by the aforesaid stakes and as now it is fenced south, East and West and all the Litle house Next the waggon house and the yard at the East End thereof as it is now fenced. In witnes of Every of the premises wee have hereunto the day and year above written set out hands and sealls

Signed sealed and delivered

in the presence of us; viz.—

John Allen
James Brown
John Brown

John Viall
Noah ffloyd

These May Certifie all persons whome it doth concern that whereas Mr Eliacan Huchenson Marchant and Mr John Viall vintner of Boston in New England did make Joynt purchase of the houses and Lands of Capt Thomas Willett deaseased which Lands are situate in Rehoboth and Swansey in the Collony of New Plymouth and wear deemed Six hundred Acres more or less be it as by the deed bearing date August 25: 1679 may appear with the bounds thereof; and Mr Noah Floyd appearing on the behalfe of the said Huchenson to make devition of the premises they John Viall and Noah Floyd made thereof: and requested me the subscriber to be there Surveighor in and about said Lands: The Arable Lands wear devided according to the tenor and true meaning of two instruments under there hands one bearing date April 3, 1680 the other date is Desember 10, 1680

1 January 20: 1680 There was then Layd out to Mr John Viall of the Land aforesaid in Swansey one hundred and fifteen Acres, be it more or

less in one entire pece, bounded west by certain Market Saplings on the Brow of the hill on Cock Poynt neck on the west side of the Run till one Comes to the Creek and then by the salt water till one Comes to the Land of William Allen to the South till one comes to Annawomscutt brook to the East takeing in the one halfe of the said brook all along till one Comes near the north East corner and then the whole brook to a birch tree marked south and west and thence by the highway to the brow of the hill on Cock poynt Neck

2 May 7: 1682 There was Then Layd out to Mr John Viall 127 Acres of upland and swamp in Swansey be it more or less bounded south (by the way) by the land of Mr John Allen and west by the homestead of said Viall According to the severall Angles of the fence made in Capt Willetts time till one comes to the North East Corner of the homestead devided by said Articles and then it Exstends west to the Northwest Corner of said homestead and then North East and by North to Rehoboth Line and it is then bounded North by said Line till one comes to the great highway and is then bounded by said way till one Comes to the swamps by Adams playn: and thence by said Swamp or brook till one Comes to the swamps by Adams playn: and thence by said Swamp or brook till one comes to the south bounds afforesaid

3 There was then Also Layd out to said Viall Eaight Acres in Rehoboth being 20 Rod wide and is bounded South by the aforesaid 127 Acres and bounded East by a Lyne Exstending North from the highway to a stake and North by mark't trees till one comes to the Browns Land to the west

May 7: 1682 There was then Layd out to Mr John Viall his halfe part of 180 Acres of upland and Swamps in one intire pece In Rehoboth being bounded to the East by a highway passing through the seaven score Rod in which tract of land This 180 Acres Lyes and is bounded North by Certain Markt trees standing 20 Rod North of the three Rayle fence and bounded west by certain Markt trees in a south and north Range and is bounded South by Lyne which passeth through the pine swamp where the five Rayle fence was to be set by the Town of Rehoboth (the highway here mentioned is that which Lyes on the west side of the Pecks

Land in the seaven score Rod). To the Truth of these severall devitions
affirms John Brown senr

Swansey November 21: 1682

And to the Truth of these severall devitions and the date aforesaid
Affirms Noah Floyd

It is Agreed by and between Mr Noah Ffloyd and Mr John Viall both of Swansey in New England that whereas there hath bin some difficulty and misunderstanding betwixt us about a devition of Land And that whearas there is 132 acres Lyes Commodiously for Mr Viall next to his home Lands: wee have Joyntly chosen James Brown Esqr & Mr John Allen of the place aforesaid to take so much out of sd 132 Acres on the south part thereof and a Cartway of to it as may be Adjudged an accomi-
dation for the said Noah Floyd by them and allowing what quantyty of Land for it as they shall think fit out of the said Floyds next Devition which is to be in Answer to the said 132 Acres Except the Devition which takes in ye halfe of the pine swamp contaning 53 Acres & Rods and so Exstending southerly & it is to be understood that this way that is to be Left out at the south end of Mr Vialls Land Adjoyning to the north side of Mr Allens Lot to the Great highway Eastward is to be two rod wide and for publicke use

Aprill 20: 1681

witnes John Brown

witness our hands

Noah Floyde

John Viall

These May Certifie all persons whome it doth concern that Whereas Mr Eliacam Huchenson Marchant and Mr John Viall Vintner of Boston in New England did make Joynt purchase of the houses and Lands of Capt Thomas Willet deseased, which Lands are situate in Rehoboth and Swansey in the Collony of New Plymouth and were demed 600 Acres more or Lese be it, as by the deed bearing date August 25: 1679 may appear, with the bounds thereof and Mr Noah Floyd appearing on the behalfe of said Huchenson to make devition of the premises, they John

Viall and Noah floyd made Choyce of and Requested me the subscriber to be their surveighor in and about said Lands, The Arable Lands were devided according to the tenor and true meaning of two instruments under there hands one bearing date Aprill 3: 1680: the other date is Desember 10 1680

1 Desember 11: 1680 There was then Layd out to Mr Eliacam Huchenson or Assignes of the Lands afforesaid 47 Acres be it more or Lese containing Cock poynt neck and the Litle bushie neck Adjoyning, the whole being bounded west by the salt water North partly by the improved Lands aforesaid partly East by the Land of Mr John Allen and partly North by a highway of 8 Rod wide which way Lyes East and by South two degrees southerly to the great highway and west and by north two degrees Northerly to the water side and on the East by the fence and Markt Saplins on the brow of the hill and so down to the Cove

2 Item. february 12: 1680 Layd out to Eliacam Huchenson or his Assigns all that part of Land Lying and being bounded North by the highway which Lyes East and by south two degrees southerly and west and by North two degrees Northerly and East by the great highway south by the land of William Allen near his house West by the Midle of Anna-womscut brook till it Comes near the North west corner and then leaves out the brook and poynt of upland to a birch tree marked which pece of Land containes 65 Acres And 3 Acres on Adams his playn and the 47 Acres before mentioned makes 115 Acres

May 7. 1682 Layd out to Eliacam Huchenson or his Assignes 7 Acres and a halfe on Adams playn bounded south (by ye way) by the land of John Allen East the highway and Exstends North to the intersection of the way and swamp and west by the swamp and brook 3 Acres of this is the Complement of the 115 Acres aforesaid

Item. May 7, 1682 Layd out to Eliacam Huchenson or Assignes 120 Acres bounded south by Swansey Line and Mr Vialls 8 Acres west by the Land of Mr James Brown and John Brown North by the Lyne of the five Rayle fence passing through the pine Swamp on an East and by south Lyne East by a highway and Mr Allens and Mr Payns Land

May 7, 1682 there was then Layd out to Eliacam Huchenson or Assignes his halfe part of 180 Acres of upland and Swamp in one intire pece in Rehoboth being bounded to the East by Sartain Markt trees Ranging North and South through the seaven score Rod and is bounded North by Cartain markt trees 20 Rod North of the three Rayle fence and bounded west by the Land of James Brown and John Brown South partly by the said Browns Land and partly by the North bounds of the aforesaid 120 Acres

To the truth of these severall devitions affirms John Brown sur-veior Swansey November 21: 1682

And to the truth of these severall devitions Affirms John Viall and the date afforesaid

And as for the two ten Acre Lot of Meadow at Broad Cove they are thus devided and bounded: viz.—

Mr John Viall ten Acre Lot is bounded Northerly with Toreys Creek west with upland bounded south with a range of stakes and bounded on the Easterly End with New Meadow River

And Mr Eliacam Huchensons ten Acre Lot is bounded on the south partly with the meadow of Joseph Peck and partly with the oake and pine poynt mensioned in the 34 page and bounded East with New meadow River and North with a Range of stakes and bounded west with upland and also a small pece on north side to Toreys Creek As Affirms, John Brown sur.—

Whereas there was some tracts of Land which were Left in common amongst the proprietors of poponomscut and parts Adjacent namely that part of land lying between the five Rayle fence of ould time set up by the Towne of Rehoboth by Agreement bearing date June 29: 1653: And the south Lyne of Rehoboth bounded north by said fence and south by said south Line of Rehoboth and West by a seaventy 5 Acree divition of Land which was Capt Thomas Willett but now of Right in the possession of Mr James Brown and John Brown and East upon ye Meadows Lying on Swansey River Runing up to Bowens bridge. And one

Eaighly Acree Lott of upland Lying in Swansey Num. 13 And also two home Lots number nine and ten in said Swansey

And whearas the aforesaid comman Lands were formerly devided to severall of the Community and yet no Record thereof hath bin made, now wee the proprietors of the said Lands at a meting at Rehoboth this 15 day of Aprill 1684 doe allow of, Rattify and confirm these following devitions to be Just according to true meaning that so a Legall Record thereof may be made

Imprimis between the said five Rayle fence and Swansey Line the first devition from ye said seaventy five Acres Exstends East to a carten range of marked trees Ranging North and South passing through said tract of Land and through a small part of the pine swamp which sd deviation belongs to Mr James Brown and John Brown

2 From the said Range of marked trees Eastward Lyeth a Cartain tract of land takeing in all the Pine swamp south of the Line of the said fence to a highway to the East of it Adjoyning and at the South East corner of the said swamp it Exstends to the East of a litle pond or velley to a white oak tree marked and thence (by said way) on a south Line to the south bounds of Rehoboth to a marked young tree which deviation belonged to Capt Thomas willett as per page 53

3 One Devition of Land pertaning to Mr John Allen being about Twenty seaven Acres being bounded North by the Lyne of the five Rayle fence and East by the highway which passeth by the Meadows and by a dead tree to the north of the Run and at the south west corner by a Red oake tree and west by the way by the pine Swamp

4 One Devition of Land which pertaned to Mr Stephen Pain Senr and is bounded North by the aforesaid Devition of Mr John Allen and East by the highway and south by a highway and west by a way

5 One Devition which pertaned to Mr Stephen Pain snr. bounded south by the south bounds of Rehoboth and East by the Meadows, North by Capt Hunts upland, and the Swamp (in contrivency as to a watring place,) and west by the highway

6 One Devition which pertaneth to Capt Peter Hunt Called Hunts neck layd out for ten Acres, and is bounded East by his own Meadow

and South by Mr Paines Land and upon the west the Swamps and North

7 One Devition which pertaned to Mr Stephen Pain Sner bounded South by the South Line of Rehoboth and East by the highway to the trees formerly marked and west by a highway of Eaight Rod wide which Runs from the head of the home Lotts and North by his own Land

8 One Devition which pertaned to Nathaniell Peck and Israell Peck Containing ten Acres is bounded South by the South Line of Rehoboth East by Mr Paines Land and North by Mr Pains Land and west by the way by the second devition of said lands

9 One devition which pertaned to Mr Stephen Pain Sener bounded South by the South Lyne of Rehoboth and by the Land of Natha: and Israell Peck and Northerly by the highway and westerly by the way in the aforesaid second devition his Complement was made upin New Meadow Neck

10 One devition Layd out in the aforesaid home Lotts number Nine & Ten to Thomas Chafey being ten Acres or thereabouts Called Ricees Neck Bounded North by said Chafeys home Lott East the Meadow south by Mr Allens Meadow and west by Mr Allens Land

11 The Remaining part of the said home Lots fell by devition to Capt Peter Hunt and Mr John Allen viz

12 The north part to said Allen and south part to Capt Hunt and now all in possession of said Mr John Allen

1 And as for the Common Lot Number 13 it is thus devided

Imprimis to Nathaniell and Israel Peck thirty seaven Acres more or less and is bounded west by the highway North by the Land of Thomas Chafey, East by the Land of Tho: Chafey now in the possession of John Medberry and by the Land of Ensign Smith now in possession of John Butterworth and by the Land of Phillip Walker now in possession of Abraham Perren and by the Land of Samuell Newman and South by the Longe Lott

2 Item. to Mr Samuell Newman twelve Acres and halfe and is bounded East by a highway south the Long Lot west the pecks Land aforesd and north by the Land of John Butterworth and Abraham Perren

3 To John Butterworth and Abraham Perren twelve Acres and halfe

and is bounded East by a highway, south by the land of Samuell Newman, west the said Pecks Land and North the Land of Thomas Chafey now in possetion of John Medberry

4 To John Medberry in the Right of Thomas Chafey twenty five Acres and is bounded East by the highway, south by the Land of John Butterworth and Abraham Perren west by the Peck's Land and North by the land of Thomas Chafey

To the truth of these severall devitions affirms

John Allen

Peter Hunt

Sam: Newman

John Butterworth

Stephen Pain

Abraham Perrin

Israell Peck

Joseph Chafey

Articles of Agreement made and concluded by and between James Brown Ser and Capt John Brown both of Swansey in the Collony of New Plymouth concerning the devideing their whole farme of upland and Swamps as it is sittuate in the said Swansey and Rehoboth being one intire peice, To the end that peace and a good understanding may be continued Betwixt them and the heirs and assignes of them for Ever

Imprimis By Mutual Consent the said James Brown his heires and Assignes is to have and enjoy for ever all that Tract of Land being Partly in Rehoboth but Mostly in Swansey being bounded at the North-west corner at ye water side by a heap of stones, To the south of a Long Run of water or water course to ye north of the Island of Rocks and thence exstends Southward by the Bay or salt River to the bottom of the neck And is bounded Easterly by the Cove Runing up by the North East branch takeing in the Litle Neck (the burying place only Reserved in Common) and from the North east Cove on the East of the Run of water bounded by Land in the Possession of Noah Floyd to the northward of the head of the said Run of water and then it exstends westerly, being bounded by Capt Browns Eaight acres, a black oak and white oake tree standing in the range and Exstends still westerly through the orchard as it is now fenced, A Litle south of great pear tree and thence northerly

on the East side the brook near unto John Browns Spring as the fence now stands then westerly over the water brook up the hill and thence Northerly as the fence now stands to a Litle Run of water and by that run as now fenced westward and then North Easterly again as now fenced and from said fence it Exstends still North Easterly alonge in Rehoboth on the top of the Long hill or Ridge by severall Marked trees till it comes to a great white oak marked by two more white oakes and then exstends westerly by severall marked trees to the aforesaid heap of stones by the water side; the said James Brown his heirs and assignes to have and injoy all the priveledg and appurtenances within the bounds aforesaid for ever

Secoundly by mutuall consent the said John Brown his heirs and Assignes is to have Enjoy for Ever all that tract of Land Lying and being partly in Swansey but mostly in Rehoboth being bounded at the Southwest Corner by ye waterside by the aforesaid heap of stones Southward of the Long Run or watercourse and thence Exstend Eastwardly by the Rang of marked trees to a great white oake Marked and two white oakes standing close by it on the Top of the Long hill or Ridge aforesaid and thence Exstends Southwesterly all along the top of the said hill by marked trees, to the fence near Swansey Line & thence by the fence as it now stands to the Litle run Runing Eastward in Swansey and then Eastwardly by the fence and Run and then Southwardly on the west side the brook as the fence now stands and then Exstends Eastwardly from the top of the hill by the fence to the East Side the brook and then by the fence Southwardly to the south of the great pare tree and then Eastwardly through the orchard by the fence, thence still Eastwardly by the fence of the Eaight Acres and the white oake and black oak Tree till it Comes to the barn field in the possession of Noah Floyd thence It exstends Northerly by the fence and rang of Saplings to the North East corner of the Eaight Acres. thence it Exstends north north East to a black oak tree marked two sides and thence west and by North by the fence through the pond to the North East Corner of the said John Brown's great field and thence North and by East by Marked trees to a stake in the range of the five Rayle fence and thence East and by south by the

Range of the said fence to a Corner tree marked, and thence Northerly by Land in the possession of Noah Floyd as the trees are marked till it Extends twenty Rods to the North of the Seaven score Rod or the three Rayle fence to a stake marked and thence it exstends west and by North two degrees Northwardly by a range of Marked trees to the salt water or bay on the North side of the Cove and thence is bounded on the salt water on the west side till it Comes to the aforesaid heap of stones at Mr Browns North west Corner, the said John Brown his heirs and Assignes to have and Enjoy all the priviledges and appurtenances within the bounds aforesaid for ever

Thirdly by Mutuall Consent ye aforesaid James Brown his heirs and Assignes is to have and Enjoy for ever all that tract of Land being partly in Swansey but mostly in Rehoboth being bounded on the south by the barn field now in the possestion of Noah Floyd & East by the land of John Viall till it comes to Rehoboth bounds and then exstends Eastwards to a Marked tree in the Swamp in the Line of Rehoboth and Swansey and thence Exstends North by Marked trees Taking in A Litle of the pine Swamp till it Comes to the Range of the five Rayl fence and then Exstends West and by North to John Browns Land to the stake aforesaid and thence it Exstends South and by west to the North East Corner of John Browns great field and thence East wardly till it coms to a marked tree to the North East of Halls pasture and thence on a straight Line to John Browns Eaight Acres the said James Brown his heirs and Assignes to have and Enjoy all the priviledges and appurtenances within the bounds aforesaid

Fourthly it is agreed and concluded by the said James Brown and John Brown that from time to time and at all times, nessesary ways by gates or Bars shall be Allowed to each of them

In witness whearof the said James Brown & John Brown have put to their hands and seals this second day of february one thousand six hundred Eaighty four

Sined Sealed in the presence of us

Nathaniell Brown

Sarah Jenckes

James Brown

John Brown

An Account of the devition of the upland and Meadow which belongeth to James Brown Esquier and Capt John Brown as it Lyeth at Nayot and Moscachuck In Swansey it is thus devided at

Nayot

1 Layd out and devided to John Brown one halfe of the upland and Swamps bounded Easterly by the land of Mr John Saffin Northerly by the Meadow and Creek and Southerly the Meadow & it extends west to the west of Jethrowes Cellar and bounded at the Meadow Side by a marked saplin and thence on a North poynt by a fly compas by marked saplins to Moscachuck Creek which runeth up North (a litle west of said Creek)

2 Layd out and devided to the said James Brown the other halfe of upland being bounded on the east by the said Range of saplins and on the north by the Creek, west by the bay and bounded South by the bay and Meadow

See page 69

3 Layd out and devided to John Brown one parcell of Meadow bounded South with the bay and East by the Meadow of Samll Newman North by his own upland and west by a range of stakes

4 Layd out and devided to Mr James Brown one parcell of Meadow bounded south with the bay and East with the said Range of stakes North with the upland of John Brown and west by a Range of stakes by the well or dining place

5 Layd out and devided to John Brown one parcell of Meadow bounded south by the bay and East by said Range of stakes North by his own upland and bounded west by a Marked saplin and Range of stakes down to the Creek or bite in the Meadow

6 Layd out and devided to Mr James Brown one parcell of Meadow bounded south by the bay: East by the said Range of stake and Marked Saplin North partly by the upland of John Brown but mostly by his own and bounded west with his own upland

The Meadow and upland at Moscachuck is thus devided

7 Layd out and devided to Mr James Brown all that upland and Meadow bounded east by the Land of John Saffin as now fenced and at the north East Corner by a marked birch saplin and bounded North by

a Range of Marked saplins Ranging west and by North till it Comes Near the hole of Meadow and then by Marked saplins arching Southward to the Meadow and then bounded by the Creek which Runeth to the hole of Meadow bounded west by the Creek and south by the Creek till it Comes to Toms spring and then it goeth over the Creek and takeeth in all the Meadow and Land abutting upon the Land of John Saffin To the south

8 Layd out and devided to John Brown all that upland and Meadow bounded at the South East Corner by the said Marked birch bounded south by a marked saplin Ranging west and by North till it Comes near the hole of Meadow and then by Marked saplins arching southwards till it comes to the Meadow then bounded southerly by the Creek which Runeth up to the side hole of Meadow and then bounded west by the Creek to the head thereof and bounded North by the Long Lot and bounded East by the Land of John Saffin and also layd out to the said John Brown all that pece of Meadow Lying on Nayot side being bounded South by his own upland west by Mr Browns Land North by the Creek up to Toms spring and East by his own Land

These severall devitions of upland and Meadow by mutuall Consent as here devided to be houlden and quietly Enjoyed by the said James Brown and John Brown their heirs and Assignes for ever and Also it is by the said partyes Concluded and Agreed that from time to time and at all times for ever hereafter that Convenient and Nessessary wayes through said Land by gates or bars to Each party their heirs and Assignes shall be alowed In witnes of the premises the said James Brown and John Brown have hereunto set their hands and seals this 25 of July 1685 Sined and sealed

in the presence of us witnesses viz
Samuell Mason
John Fitch

James Brown
John Brown

Here folloeth the Remaning part of the severall devitions of Land belonging to the Communitie of Proprietors of the Land of popa-

homscut and parts Ajacont, The Land already Entred in page 49 and to page 63 being hereby allowed and Confermed to be good and Authentick

Imprimis ffrom Rehoboth Line at the head of the home Lots from an ould tree formerly marked standing in the field now in the occupation of Daniell Sheperson is a highway of Eaight Rod wide westerly from said tree which said way Runeth South thirteen degrees west to a white oake tree on the South Side of the pine swamp and thence it Lyeth south four degrees thirty minets west to the north west corner of Joseph Chafeyes home Lot it being well marked next the home Lots then the way Runs south about three degrees west till it Comes as far southerly as the great white oake tree commonly called Capt Hunts tree the way being Eaight Rod between said tree and this Course and then the way Exstendeth itselfe down to a Lot formerly Capt Standiges Lot south about 12° west by severall ould and new marks on the west side of the way especially

The severall Home Lots Lying on the East side and abutting on this highway are bounded as ffolloeth

The ffirst Lot origeonally pertaned to Thomas Prince the north halfe whearof now belongs to Nathaniell and Benjamin Pain (Rehoboth) and is bounded on the north with Rehoboth Line, bounded west with the said highway, at the south west with a stake and is bounded down by severall marks to the Meadow on the south side of this north halfe and at the south east Corner with a stake the small trench at the meadow this north halfe being about ten Acres

The south part of this Lot of Princes from the bounds aforesaid togeather with three house Lots contaning about twenty Acres each which did origeonally belong to Mr William Bradford, Tho. Clark and Capt Thomas Willett but now belongs to Mr John Allen being bounded on the north by the bounds aforesaid bounded on the west with said highway, bounded at the South west Corner with a stake marked & thence by severall marks on an East 13° south Course to the south East Corner and there bounded with a stake & heap of stones & bounded on the East with a highway which Runeth up as it is now fenced to Rehoboth Line

The next house Lot origionally was John Winslows being about

Twenty Acres but now belongs to John Pain and is bounded on the East with the highway and bounded on the north with the former bounds and bounded on the west with the highway at the head of the home Lots, and bounded at the south west Corner with a stake and stones about it & Trench and bounded on the south with severall marks from the said way on an East 13° South Course to the south East Corner and there bounded with a stake trench and stones

The next house Lot about twenty Acres was origeonally John Adams but now belongs to Israell Peck and the heirs of Nathaniell Peck and is bounded on the north with the bounds of the former Lot (viz) at the north East of this Lot with a stake stone, & trench and bounded at the north west corner with a stake stone and trench and on the west with a highway and bounded at the south west Corner with a stake trench and stone, bounded on the south with severall markes Course is East 13° south to the south East Corner there bounded with a stake and trench and bounded East with a highway Next unto this Lot at the south East Corner Lyeth one Acre of Land be it more or Les sould by John Pain to Israell Peck bounded south north and west as it is now fenced and bounded north by the line of the aforesaid Lot

The Next house Lot of about thirty Acres was first Josiah Winslows and Lyeth on the same course or poynt as the former Lots and is bounded north East with the foresaid Acre of Land bounded north with the Pecks Lot bounded at the northwest Corner with a stake trench and stone bounded west with the highway bounded at the southwest Corner with a stake trench and stone bounded south with a highway of 4 rod wide next the said way at the head of the home Lots and Exstendsth down to Thomas Barnes'es to a white oke about 6 rod is the way on this place. thence to a black oke nere the bridge by Joseph Chafey's here about 9 rod wide thene the way exstendeth about East north East to the water side by severall markes about 5 rod wide bounded East by the former highway this Lot pertains to Tho: Barnes and John Pain there is also a part of this Lot Lying between the highway salt water and Joseph Chafeys meadow up to the bridge

The next Lot origeonally Resolved Whites being about 30 Acres but now belongeth to Joseph Chaffey is bounded East with his own Meadow North from the bridge by the highway and at the north west corner with a great tree marked bounded west with the highway bounded at the South west corner at a stake trench and stones and thence by severall marks East 13° south Course, to the South East Corner by the said Meadow

The two next Lots pertaned origeonally to Exsperience Michel and Mr Cushman the East part whearof called Rices neck as it is fenced pertaneth to Joseph Chafey as by former Rec'd. and the west part of the said two Lots now pertaneth to Mr John Allen and is bounded at the north East Corner with a stake and a trench by the fence bounded at the north by the aforesaid Lot bounded at the north corner with a stake, trench and stones, and bounded at the south west corner with a stake, trench, and stones and bounded on the south side with a range of marks on an East 13° south Course to the salt water

The next Lot Capt Standiges origeonally about 20 Acres but now belongeth to John Medbury and John Allen Junier the west part whearof belongeth to John Medbury and is thus bounded, on the west with the highway at the north west corner with a stake trench and stones at the South west Corner with a stake trench and stones bounded on the South by a range of marks on an East 13° south course to the fence of said John Allen and bounded east by said fence and bounded on the north East up to the Litle run by the way and common and from the said Litle Run the way is by said Medbury's fence 2 rod wide up to Mr Allens Land and the same width is the way through Mr Allens Land on the brow of the hill next ye swamp up to the highway by Thomas Barnes, There remaines also a small pece of Land to said Medbury on the east side the way against his house bounded northerly with Mr Allens Land Easterly Mr Allen dich southerly the Litle run

The remaning part of this Lot belongeth to John Allen Junier being bounded west with the land of John Medbury south with the Land of the heirs of John Dixsey and East and north with a highway as it now Lyes unfenced up to Medbury's Land to the Run, from ye gate at the Land of the heirs of John Dixsey

Here followeth the Great Lots

One great Lot Laid out for 80 Acre origeonally pertaned to Thomas Clark and now belongeth to the heirs of John Dixsey and is bounded to the salt water Easterly and Northerly by the Land of John Allen Junier and the Land of John Medbury bounded at the north west corner with a stake trench and stones bounded west with the highway and bounded at the south west corner with a stake 8 rode East 13° south from a tree marked 13 and bounded on the south by severall markes on an East 13° South Course down to the salt water

The next Great Lot origeonally pertaned to Mr Tho: Cushman but now belongeth to Mr Andrew Willet and is bounded on the north with the former Lot and at the North west corner with a stake 8 rod from the tree marked 13 bounded west with the highway bounded at the southwest Corner with a stake and bounded on the south with the Longe Lot with severall Marks on an East 14° south Course to the south East Corner to a white oake tree marked and bounded on the East with a Range of Marked trees from said white oke tree Ranging north 15d-30m East to a way out of this Lot to the salt water

The next Lot origeonally Mr Cushmans but now Capt Anthony Lowe's bounded north with ye way belonging to Mr Willets and bounded west with Mr Willets lott and bounded south with the Longe Line and bounded East with the salt water there is a highway from ye former gate to & through this lot to our former highway according as it is now Layd out and improved

One Great Lot formerly Resolved Whites & now belongeth to Joseph Chaffey & is bounded at the South East Corner with a Tree marked 13 bounded on the south by a Range of Trees marked on a west 13d north Course bounded on the west with a highway bounded at the north west Corner with a stake Trench and stones and from said stake bounded on the North by Markes Ranging East 13° south to a white oake tree marked Called Capt Hunts Tree & bounded on the East with a highway at the head of the home Lotts

One Great Lot formerly John Winslows but now of Late purchased of Stephen Pain senr; by William Allen and it is bounded East with a

highway Eaight Rod wide, south with the Long Lot & salt water west with the salt water and North with Land Pertaining to John Viall and Noah Floyd

One Great Lot Called the Longe Lot being bounded East with a Lot formerly to Tho: Cushman but now to Anthony Low bounded north with the Lots numbered 19:12 and 9 bounded west the salt water bounded south with ye Lot number 11 and by ye Longe Line this Lot is numbered to one third part whereof belongs to Wm Allen heirs being ye west part, the other two thirds to Anthony Low and is bounded betwixt them with a walnut stake set by Anthony Low and John Brown october 11: 1688

One Great Lott formerly Josiah Winslows now belonging to Thomas Barns is bounded at the south East Corner a white oake tree Called Capt Hunt Corner and bounded south with Joseph Chafeys great Lot bounded at the south west Corner with a stake trench and stones bounded west with a highway, bounded at the north west corner with a stake, trench and stones; bounded on the north with a highway 8 rod wide; said Lott is bounded at the north East Corner with a stake, trench and stones and bounded on the East with a highway

One Great Lott fformely Josiah Winslow now belonging to John Pain is bounded at the south East Corner with a stake, trench and stones, bounded south with a highway of 8 rod wide staked out, bounded at the southwest Corner with a stake trench and stones bounded west with a highway 8 rod wide bounded at the north west Corner with a walnut tree, thence by severall marks East 13° south to North East Corner & there bounded with a stake, trench and stones bounded East with a highway 8 rod wide

One Great Lot fformely John Adams now belonging to Israell Peck Peck and the heirs of Nathaniell Peck bounded at the south west Corner with a wallnut tree, then East 13° south to the south East corner, then bounded with a stake trench and stones, bounded East with a high way bounded at the north East corner with a tree marked and thence by severall marks west 13° north to the west highway in the pine Swamp, and bounded west with the said highway

One Great Lot formerly William Bradfords now belonging to Israell Peck and the heirs of Nathaniell Peck and to Joseph Kent and is bounded at the South East Corner with a tree marked, bounded East with a highway at the head of the home Lots bounded at the north East Corner with the Entersection of the said highway and Rehoboth Lyne, bounded on the North with Rehoboth Line and bounded on the west with the highway of 8 rod wide which Runeth from Rehoboth Lyne down to and through the Longe Lot

One Great Lot formerly John Adams Lying on the west side the highway by the scooll house, which Lot the most and East part thereof now belongs to Mr John Allen and his part is bounded at the north East Corner with a young saplin marked and bounded north by a range of marks west 13° North to a stake and bounded on the East with said highway, bounded at the South East Corner with a stake trench and stone bounded south with a highway 8 rod wide, on a west 13° north Course to the Maine Cove, but Mr Allens Land Exstendeth not to the Cove but to a stake at the south west Corner with a trench by it

These severall Lots have bin Carefully serched out together with the highways there to belonging and stated by us whow were by the Community chosen a Committee for that end May 23: 1687

John Allen	} Committee
John Brown	
Noah Floyd	

Wee the Community of Proprietors doe acknowledge the great Care of the Committe in serching out and stating the severall divitions and highways before Entred and we doe to our utmost power Conferme the same as witnes our hands

Anthony Low
Tho: Barnes

Israell Peck
Joseph Chafey

Whereas Mr James Brown and Capt John Brown both of Swansey in the County of Bristoll on the 25 of July 1685 made Devition of their Lands and Meadowes which they held formerly in Joynt Partnership

betwixt them at Nayot in said Swansey Exsepting the Creek thach beds and sedge beds Lying on the north part of the said Mr James Browns upland and the Northerly beach of Nayot Lying on the Southerly and westerly side of Moscachuck Creek in said Swansey with the Thach and Thach beds to apertaning but held and Improved the same in Joynt partnership And the said Mr James Brown Sometime after vested his sone Mr James Brown Jnr withall his Rights in said Nayot And Then the said John Brown and James Brown Junior held and improved the said Beach Thach beds Creek thach sedge and its Apurtenances in partnership undevided till the 15th day of September 1708 and then Thus devided it To say that the said James Brown Jnr his heirs and Assignes shall hould and forever Enjoy all that Thach Sedge and Soyll lying between Moscachuck Creek and his own upland till it Comes to the Southermost Wading place to said beach at the Southermost End of Mr Thomas Allens Southermost Neck

And that the said John Brown his heirs and Assines shall hould and forever Enjoy all the Remaning beach and Thach sedge and soyll Lying to the Northward of said wading place between Moscachuck Creek and the bay and a Convenient direct way to his farm at Nayot from and to the same as witnes their hands this 11 of october 1708

In the presence of us witnesses

Samuell Brown

Lydia Balkcome

John Brown

James Brown Jr

To all Christian People to whom this present deed of sale shall Come.

William Ingraham of Swanzey in the County of Bristoll in the province of the Massachusetts Bay in New England Cooper and Mary his now wife, send Greeting

Know yee that the said William Ingraham for and in consideration of the sume of thirty pounds Current mony of New England to him in hand paid at and before the Ensealing and delivery of these presents By Thomas Guinn Marriner and Benjamin Pemberton Tinplate worker,

both of Boston in the province afforesaid the Receipt whereof the said William Ingraham doth hereby Acknowledge and himselfe therewith fully sattisfied and contented and thereof and of Every part thereof doth hereby Exonerate, and discharge the sd. Thomas Guin and Benjamin Pemberton and their heirs, executors and Administrators and every of them forever by these presents hath freely and absolutely Given granted Barganed sould Enfeofed and Confermed and Doth by these presents, give grant, bargaen sell, Enfeof and confirm unto the said Thomas Guin and Benjamin Pemberton their heirs and Assignes forever the whole of an Island situate in the Township of Swanzey aforesaid being Salt Marsh and known by the name of Ingraham Island which said Island the above said William Ingraham formerly purchased of his father Richard Ingraham desesed With all and singular the Timber wood under wood, stone, Mines, menneralls waters feedings gras profits Commodity's Immunitys and appurtenances whatsoever to the same belonging or in any wise apertaning unto the said Thomas Guin & Benjamin Pemberton them and their heirs and Assignes forever. To have and to Hould all the above said Island with the Reversion and reversion Remainder and Remainders To them the sd. Thomas Guin and Benjamin Pemberton their heirs and Assignes forever And the William Ingraham doth hereby Covenant promis and graunt to and with the said Thomas Guin and Benjamin Pemberton their heirs and Assigns that at the time of this bargaen and sale and untill the delivery of these presents he the said William Ingraham is the true and Lawfull owner of all the above said premises and is Lawfully seized of and in the same & that he hath in himself good Right and Lawfull Authority to give, graunt, bargaen, sell Conveigh and Assure the same unto the said Thomas Guin and Benjamin Pemberton their heirs and Assignes forever as a good perfect and absolute estate of Inheritance in fee simple according to the free Tenor of their Majestyes Mannor of East Greenwich in the County of Kent within the Realm of England in free and common soecage and not in Capetie and Knights servis But without any manner of Condition, Reversion, title, dower, or Limmethation or Limmethation of useses so as to alter, change, defeat or make void the same And that the said Thomas Guin and Benjamin Pemberton their

heirs and Assignes shall and may by force and vertue of these presents from time to time and at all times hereafter Lawfully peaceably and quietly hould, use, occupye posses and enjoy all the above said Demised premises without any Let sute Trouble deniall, Interruption or Contradiction of him the said Wiliam Ingraham his heirs or Assignes And thereof free and Clear and Clearly acquitted and discharged of and from all and all maner of former and other gifts, graunts, Bargens, sales, leases Mortgages, Joyntures, dowers, Judgments, Intayles, Executions, Exstents and of and from all other troubles or Incumbrances, whatsoever, had made or done or suffered to be done by him the said William Ingraham his heirs or assignes In Witness whearof the said William Ingraham and Mary his wife have hereunto set their hands and sealls the seaventeenth day of May in the year of our Lord one thousand six hundred ninety and Three and in the fifth year of their Majesties Reign sealed and delivered in the presence of

John Allen

Richard Smith

William Ingraham

The mark (III) of

Mary Ingraham

Wm Ingraham Appeared and Mary his wife ye 17 of May 1693 before me the subscriber one of the Councill & Justice of ye Peace and acknowledged this Instrument to be their act and deed

John Walley

January the Third 1698-9 Then Agreed by Israell Peck and Nathaniell Peck the sone of Nathaniell Peck deseeced for the deviding of their Eighty Acre Lot on Addames his plain, viz; That the said Lot being devided this day by Capt John Brown into Two Equall parts and the deviding Lyne being well marked by severall markt trees, the south part to belonge to the said Israell Peck his heirs and Assignes forever

And the north part is to belonge to the said Nathaniell Peck his heirs and Assignes forever And it is further Agreed by and between the said partyes that the said Israell Peck his heirs and Assignes shall forever have and Enjoy all that Thirty seaven Acres Lot Lying near unto the house of Thomas Allen which Lot was part of the Common Lot

And in consideration thereof the said Nathaniell Peck his heirs and Assignes shall forever have and Enjoy all that forty Acres Lott belonging to the said Pecks Runing through the pine swamp which Lot was origeonally Mr Bradfords and also all that five Acre Lot Adjoyning to the Land of Nathaniell Pain And this our Agreement we Request the said Capt Brown to Record in the booke of Records belonging to the Community of proprietors of the Lands of Popanomscut and parts Adjacent, In witness whearof wee have hereunto Set our hands the day and year above written

Sined in the presence of us witnesses

Daniell Allen

Jonathan Viall

Israell Peck

Samuell Peck

Nathaniell Peck

Lands of Israel and Nathaniel Peck

1 And Jan: the 26th and 28 dayes 1698 then devided by Israell Peck and Nathaniell Peck their Remaining Land and Meadowes in partnership, viz; one Lot of Land Lying near unto a place Called Rumstick the Lot Lying on the west side the way that Leadeth down the midst of the neck said Lot is bounded on the East with said way, on the north with ye Land of John Saffin Esqr. on the west with salt water on the south with the Land of sd Saffin and said lot being devided by a range of Mrkt Saplines from said way to the salt water, the north side of said lot belongs to Israell Peck his heirs and Assignes forever And the south side or halfe part belongs to Nathaniell Peck his heirs and Assignes forever

2ly One Lot of Meadow Lying at Rumstick being bounded at the north with the fence as now fenced on the East with the Meadow of Daniell Allen to south the salt water on the west the Meadow of Mr. Samuell Low, This Lot of Meadow is devided by a range of stakes from the upland to the beach Southerly the East part is to belong and appertain to Israell Peck his heirs and Assignes for Ever, And the west part of said lot is to belong and appertain unto Nathaniell Peck his heirs and Assignes for ever

3ly One Lot of Meadow Lying at Rumstick Chachapeceset neck bounded west with the fence, south the Meadow of Daniell Allen, East the salt water north the meadow of John Saffin Esqr. said Lot being divided by a range of stakes, to a salt pond in the Meadow, Easterly The South part belongs to Nathaniell Peck his heirs and Assignes forever And the north part belongs to Israell Peck his heirs and Assignes forever

4ly One Lot of Meadow Lying at a place known by the name of Scamscammuck bounded South with the Meadow of Daniell Allen to the west with Certain Marked trees and Saplings to north the spring to the East the Creek; This lot is divided as it is now fenced and be a marked walnut saplin & a stake from the upland to said Creek easterly The north part of said Lot belongs to Israell Peck his heirs and Assignes for ever. And the south part of said Lot belongeth to Nathaniell Peck his heirs and Assignes for ever.

5ly One Lot that Lyeth a little more northerly bounded west the upland north the upland East marked trees South a Little Creek; this Lot is divided by a Range of stakes from the upland to the Creek southerly the west part of sd. Lot belongeth to Israell Peck his heirs and Assignes for Ever. And the East part of said Lot belongeth to Nathaniell Peck his heirs and Assignes for Ever

6ly The Lot of Meadow lying at a place known and called by the name of Longe beach bounded on the north as it is now fenced, East by said fence, South to the beach to the west the Meadow of Deacon Newman, this lot is divided by a range of stakes from the upland to the beach southerly the East part of said Lot is to belonge to Israell Peck his heirs and Assignes forever And the west part of said lot is to belonge to Nathaniell Peck his heirs and Assignes forever

7ly The house or home Lot divided by a range of Marked Trees and Saplings and stakes from the highway at the East to the highway at the west, the south part of this Lot belongeth to Israell Peck his heirs and Assignes forever And the north part of said Lot belongeth to Nathaniel Peck and his heirs and Assignes for ever In witness whear-

of the said Israell Peck and Nathaneill Peck have hereunto all the severalls set to their hands Jan: 28 1698

Witness

Bamfield Capron

Daniell Allen

Israell Peck

Nathaniell Peck

The Lands of Nathaniell & Israell Peck; in the seavenscore Rod in Wachamokt neck in Rehoboth

One forty Acre Lot be it more or Les bounded northerly with the Line of the sevenscore Rod, bounded west with a highway passing to the east end of the pine swamp south with a highway betwixt said Lot and Land Laid out to Mr. John Allen next to the Line of the five Rayl fence bounded East with a highway betwixt said Lot and Land Laid out to Capt Peter Hunt in said Seaven score Rod

In Come Plyence to the Warrent for the Meting of the Community of Febes neck In swansey we the said Community met on the thirtyeth day of august 1710 and Chose Benjamin Viall to be our Clarke to keep the Booke of the Community aforesaid we also Chose Capt Samuell Low and Samuell Brown to see him Sworne and to deliver him the Booke Benjamin Viall personally appearing before me one of his majestyes Justics of the peace for the County of Bristoll this 29th of November 1710 and took his oath to the discharge of the above office of a Cleark whereunto he is Chosen

Nathaniel Paine

Daniell Allen

John pain

Israell Peck

Nathaniel Peck

Joseph Chafe

Jonathan Viall

Samuell Low

Samuell Brown

Nathaniel Pain

At a Lawfull warned and full meeting of the Proprietors of Phebes Neck in Swansey on April the ninth one thousen Seaven Hundred and elavene It was then agreed by the Maore Part of said Comunity that the highway that Runs to the west side of hides hole on a west poynt four Rods wide and from thence South downe towards the Beach

Eaighteen Chaines the same breadth aforesaid and from thence to the Pecks meadow At the Longe Beach We the Proprietors Aforesaid do give our consent that it shall be maid a drift waye by hanging of two gates for the Banifit of Capt Samuell Low and son to Remain for ever In witness whereof we have hereunto sett our Hands the day and year above written

Samuell Lowe

Daniell Allen

Simon Davis

John Allen

Thomas Turner

Benjamin Viall

Israell Peck

Josiah Turner

Ebenezer Allen

Zachariah Bicknell

Nathaniell Peck

John Chafe

James Smith

Joseph Chaffe

Jonathan Viall

Ebeneser Tiffene

Samuell Humphry

Whereas Capt Samuell Low Mr James Addams Mr. William Corbe sen and Mr. Obadiah Bettes all of Swansey Held Certain Lots of Land Which did formerly Belong to Mr John Allen Sen. and the Pecks Which Lots of Land Lyes at Febes Neck in Swansey But ware at a los to find the former Bound Between Said Lots of Land, But on January the seacond one thousand seaven hundred and fiveteene they Came to this Agreement that the Line Between said Lots of Land should Begin north at A stake and stones and so run South to the end of said lots this North Bounds Between them is the Northeast Corner of Pecks Lot and the Northwest Corner of Allens Lot

Wher as Mr. James Addams and Mr. William Corbe Both of Swansey held certain Lands on Febes Neck in said Swansey But ware at a Loss to find the former Bounds Between them but on January the 2, 1715 they Came to this agreement that the Bounds Between said Lots should Begin two Rods north of a black oke tree and from the black oke tree Southerly to the end of Mr Corbes Lot Mr. Addams on the west side Mr. Corbe on the east side

In Compligence to the Warrente for the Meting of the Community of B- Proprietors of febes Neck in Barrington on October the thirtieth one thousand and seaven hundred and Eightteene It was then voted at said meeting to choose three men as a Committy viz Lieu. Nathaniell Peck, Mr. Samuell Brown and Benjamin Viall to Lay out an open highway through Mr. Zacheriah Bicknels Lane, the said highway Beginning at Mr Bicknels South Gate till it Comes to the Land that was formerly Israell Hardings whare there is an open highway to anser To this highway was freely Given By Mr Bicknell at said meeting to Remain as an open highway for ever, the said highway being two Rods wid

At a proprietors Meeting Legally Warned and met to-Gether on Febes neck In Barrington on March the seaventh on thousand seaven hundred and Nineteene-twenty to see if the proprietors of said Neck Could agree to make Dissposell of any parte of the high wayes Lieut Nathaniell Peck Being then Chosen Moderator of said Meeting for the work of said day

March the seaventh one thousand seaven hundred and Nineteene-twenty then att a Proprietors Meeting Legally warned on Febes Neck In Barrington it was voted to Exchang the rodway as it now runs through Mr Samuell Torreys Lott for a road way on the north end of his Lott; Begining at a white oake tree that stands by a little pond and by the highway within four Rods of Captain Lows home Lott stone ditch wall so runing a direct line till it ends in the roadway that runs across the north end of Mr. James Adams long lott

That lieut Nathaniell Peck and his uncle Israell Peck shall have liberty to shut up and have the full Improvement of the highway that is Between their land from Rehoboth line untill it Comes to the south of Nathaniell Peck Junior home lotts until the Major part of the Proprietors of Phebes Neck shall by their vote Disanule this vote

We the subscribers who are underwritten and named do protest against selling or letting out any of the highways on Phebes neck In

Swansey alis Barrington In the County of Bristol allias popunomscut and parts ajacent on said Neck March the seaventhday anno domi one thousand and seaven hundred and nineteen 20

John Baker

Samuell Barns

Mathew Allen

James Brown

Thomas Hill

Samuell Brown

Benjamin Brown

Daniell Brown

Joseph Brown

March the 22 1720-21 then Agreed by Nathaniell Peck the son of Mr. Israell Peck and Samuell Barns for the deviding of their thirty Acre Lot which lot pertained to Thomas Barnes and John Pane viz that the said lot being devided this day by Nathaniell Peck and Samuell Barnes into two parts and the deviding Lyne being well Mearked by severall mark treese Begining at a white oke tree standing in the Range of the highway next to the river on the easterly side of the Neck thence it extends to an old whit oke tree neere the Barne that belongs to Samuell Barnes thence it exstends to a stake and stones to the highway which stake and stones in Ranging with the marke treese aforesaid the north part from this Range of mark treese and stake aforesaid to Belong to the said Nathaniell Peck his heirs and Assignes for ever and the south part to belong to the said Samuell Barnes his heirs and Assignes for ever and this our agreement we request Benjamin Viall to Record in the Booke of Records Belonging to the Community of Proprietors of the Lands of Popanemscut and parts Ajacent In witnes whear of we have hereunto set our hands the day and year above writen.

Sined in the presence of us witnesses

Nathaniell Peck

Israell Peck

Samuell Barnes

Benjamin Viall

A Division of Certain tracts of Land Lying in Partnership Between Mr Jabes Brown, Benjamin Brown and Isack Brown all of the town of



ANCIENT BROWN HOUSE AND ELM

On old Indian trail on west bank of the Sowams River, west branch

Barrington in the County of Bristoll in New England viz, the one halfe of it Belonging to said Jabes Brown and the other hãlfe of it belonging to said Benjamin Brown and Isaac Brown the first of sd. tracts of Land Lying in the town of Barrington adjoyning to Rehoboth Line Bounded Northerly to said town Line westerly to the Land of Daniell Brown Easterly and southerly to the Land of Benjamin Viall and is Divided as folloeth Beginning at the corner of a Ditch next to said Daniell Browns Land about a Rod Northerly of a small pond Thence Runing with said Ditch East and by south about seaven Degrees to the south till it comes to said Viall Land the sd Jabes Browns Land Lying on the south side of sd Line and the said Benjamin Browns and Isaack Browns Land is on the Northerly side of said Divition, all in at the same time we the sd Jabes Brown, Benjamin Brown and Isaac Brown Divided a Certaine tract of Land lying in the Town of Rehoboth containing about one hundred and twenty acres Bounded southerly to the Line Between Rehoboth and Barrington; Easterly to the Land of sd Benjamin Viall Northerly Partly to Daniell Browns Land and Partly to Samuell Hills Land Bounded westerly to sd Danll Browns Land, the Divisionell line Begining at a stake standing in the line Betw'n sd Rehoboth and Barrington about six Rods to the westward of where formerly Capt Willet made a Bridge, thence North about four Degrees to the east Rainging with severall Markt trees to an old whit oake; mark, and still on the same line till it comes to a stake markt in the line Between this Land and Daniell Browns land, the land that Lyes on the Easterly side of said line Being about sixty acres to be and belonge to the sd. Jabes Brown his heirs and assignes for ever and the land that lyes on the westerly side of sd. Divisionell line Being about sixty acres, to be and belong to the sd. Benjamin Brown and Isaac Brown their heirs and assigns forever and we the sd Jabes Brown, Benjamin Brown and Isaac Brown Do acknowledge ourselves fully satisfied and Contented with sd Divisions and that it be and remaine Betweene us and our heirs and assigns forever.

In Testamony hereof We have hereunto set our hands and seals this eight Day of December in the year of our Lord one thousand seven

hundred and twenty five and in the Twelveth year of his Majesties Reign
George King of England and signed and sealed in presence of us

Hesekiah Brown

Benjamin Brown

Danll Carpenter

Isaac Brown

Jabes Brown

Know all men by these Presents that we John Chaffee & Joseph Chaffee both of Barrington in the County of Bristol in the province of the Massachusetts Bay in New England the Heirs of Joseph Chaffee Deceased, who has in his last will and testament given unto us the sd John Chaffee & Joseph Chaffee his Land and meadows Lying in sd town

These presents witnesseth that we John Chaffee and Joseph Chaffee have freely and mutually consented to and agreed upon a division of said Lands and meadows which we have Layd out and bounded in severall parcells, that is to say, the first Division to John Chaffee of upland & meadow butted and bounded as folloeth the north East Corner bounding upon the highway & stake & heaps of stones from thence to a stake and stone thence Runing to a walnut tree: from thence to a Red oak marked on two sides; from thence to the highway & heape of stones; west by the highway; the South Corner begining with an heap of stones, so Runing to a Red oak tree, from thence to a black oak standing in the wall: then Runing to the highway East on the highway to the first mentioned bounds. On the lower side of the way begining at a stake & heap of Stones, thence to a Red oak so Runing to a Cedar Stake being the North east Corner; Easterly on meadow of Joseph Chaffee by a Range of Stakes Southerly on land of Samuell Allen as the fence now stands Westerly on the highway of two Rods wide to the first mentioned bounds also the bounds of a piece of salt marsh belonging to the sd division as followeth viz; Northerly by land of Samll Barnes, Westerly on the Creek, Easterly on the River, Southerly on Joseph Chaffee Senr & Junr all the Land and meadow within these severall bounds above mentioned belongeth to John Chaffee & his heirs and assigns forever be the same more or less

A second Division unto the sd. John Chaffee, Know yee: that this Second Division is butted and bounded as followeth; northerly on land of Nathll Peck; Westerly on the highway, Southerly on Land of Joseph Chaffee as the fence now stands; Easterly on the highway all the Land Lying within these mentioned bound belongeth unto John Chaffee his heirs and assigns for ever, be it more or less

Know ye that the first Division of Land and meadow belonging unto Joseph Chaffe is as followeth: Butted & bounded Easterly on the Creek, Southerly on a piece of meadow of Samll Allen, westerly on Samll Allens Land; as also westerly on Land of sd John Chaffe by a Range of stakes to a Cedar Stake which is the north west Corner in the meadow: from thence westerly to a Red oak so Runing to the highway, then on the highway westerly & northerly Also the bounds following are of a piece of Land belonging to sd Division which are as followeth: bounded Easterly by the highway, northerly the highway, westerly on the highway, southerly on Land of John Chaffee from a heap of Stones to a Red oak marked on two Sides, thence to a walnut tree from thence to a stake & stone, from thence to a stake and stones at the Easterly Corner all the upland and meadow Lying within those Severall bounds abovementioned belong to Joseph Chaffee his heirs & assigns for Ever, be the Same more or Less- further, Know ye the second Division of Joseph Chaffee is as followeth, bounded west on the highway, South on Land of Mathew Allen, East on the highway, north on Land of John Chaffee as the fence now stands All the Land Contained in these bounds belongeth unto the sd. Joseph Chaffe and his heirs & assigns for ever. be the Same more or Less. And we do by these presents acquit all our claim, Right title and interest in & to the same in each & Every Division belonging to each of us as they are above bounded for ourselves our heirs Executors administrators & assigns for ever & we the sd John Chaffe & Joseph Chaffe do promise for ourselves & our heirs Executors administrators & assigns, never to Disturb or molest Each other in the Quiet & peaceable possession & improvement of our Divisions. In witness whereof we have hereunto set our hands and seals this twenty sixth day of march one thousand seven hundred twenty & nine & in the Second year of the

Reign of our Sovereign Lord George by the grace of God, of Great
Brittain &c

Signed Sealed & Delivered in the presence of

James Bicknell

Recompence Tiffany

John Chaffe

Joseph Chaffe

A Division of certain Lands Betwen Benjamin Brown of Reho-
and Isaac Brown of the Town of Barrington in the County of Bristoll
in the province of the Massachusetts bay in Newengland viz Two Tracts
of Land being in Eaquall Partnership the one of said Tracts of
Land Containing Ten acres and sixty six Rods Lyeing partly in the
Town of Rehoboth and partly in said Barrington, Bounded westerly
the land of Daniell Brown, Southerly the land of Jabes Brown, Easterly
the land of Benjamin Viall and partly the land of sd Jabes Brown
Northerly the other peace of land hereafter mentioned the Divisionall
Line that is agreed on to part sd. Tracts of Land Begins at a stake
standing in a Ditch in the line of said Daniell Browns land Twenty
seven Rods to the North of the south west Corner of said Tract of land
thence east and by south about seven Degrees to the south till it come to
the Land of Mr. Viall. The sd Land that Lyes on the southerly side
of sd line to be and belong to the sd Benjamin Brown his heirs and
assigns for ever being five acres and thirty three Rods and the land lying
on the Northerly side of said line being five acres and thirty three Rods
to be and belong to the sd. Isacc Brown his heirs and assigns for ever,
the other of sd tract of land lyeing within the sd Town of Rehoboth on
the North end of the abovesaid land, Bounded Easterly the land of Jabes
Brown, westerly and Northerly the Land of Daniell Brown being fourty
Two acres and three quarters Lyeing one hundred and nineteene Rods
long and the sd. Isaac Brown is to have and to hold to him his heirs
and assigns for ever, Twenty one acres and sixty Rords the south end
of sd tract of land Being fifty six rods Northerly and southerly Runing
one end from a stake standing on the west side of sd land, in the line
of said Daniell Browns Land thence East and by South till it comes to

sd Jabes Browns Land And the sd Benjamin Brown is to have and to hold to him his heirs and assigns for Ever the Northerly end of sd tract of land Being twenty one acres and sixty Rods, Runing sixty three Rods Northerly and southerly and for the conformation of the above sd Divition we the sd Benjamin Brown and Isaac Brown hath hereunto set our hands and seales this seventeenth Day of December Anno Domini 1725 and in the twelfth year of his Majesties Reign King of Great Brittain and signed sealed in Presence

Daniell Brown
Daniell Carpenter

Benjamin Brown
Isaac Brown

At a proprietors Meeting Legally warned and assembled on Phebes Neck so called in Barrington the first day of April 1730 to see if the proprietors of said neck would agree to make disposal of Part of a Road or way in said Phebes Neck in Barrington, Mr Samuel Allen being Chosen moderator of said meeting, it being put to vot whether the proprietors would dispose of said way voted in the affermitive, it was then put to vote whether the proprietors would give the way be- gining at Samuel Barns south west corner of his hom lot thence Runing northward to Rehoboth line to Doctr Hesekiah Chaffee him his heirs and assigns for ever as a bounty and encorregment for him to settle amongst us, it was voted in the Afermitive The Road or way now Disposed of Begins at Samuell Barns south west Corner Runing northward at the head of the home lots belonging to Nathaniell Peck, Deacon Nathaniell Peck and Joseph Allen to Rehoboth line being an eight Rod way

Voted that Deacon Nathaniel Peck, Mr Benjamin Viall, Mr Samuel Allen be a Committe to receive a Bond of Docter Hesekiah Chaffe for and in the behalfe of the proprietors

At a Lawfull Warned Meeting of the Proprietors of Phebes Neck In warren and Parts ajacent: Held at the Meeting House on Phebes Neck in said Warren: On the thirteenth Day of March 1750-51 to Chuse a Proprietors Clark

Matthew Allin Esqr. was Chosen Moderator for said Meeting, and the said Mathew Allin was Chosen Clark of the said Proprietors to keep the Book of Record of the said Propriety and Mr. Nathaniell Peck and Mr James Brown was Chosen to see that the said Matthew Allin Takes his Oath to the said office of a Clark to the said Proprietors and to go with him to see that he receives the said Book or makes Demand of it of Mr Nathaniel Viall who is the Executor of Mr Benjamin Viall Decesd—who was the Late Clark of ye sd Proprietors

In the Colony of Rhode Island: Matthew Allin Bristol ss.
Clark to the said Proprietors

Warren March 13th 1750-51

Matthew Allin Esqr. Parsonally came before me one of his Majesties Justices of the peace for the County of Bristol and took his Oath to the office of a Clarke of the Proprietors of Phebes Neck and parts adjacent

In presence of

Nathaniel Peck

James Brown

James Smith

Quorum Unus

Pursuant to the within vote of the Proprietors March 20th 1750-51 I demanded the Proprietors Book of Records of Nathaniell Viall in presence of Mr Nathanel Peck & Mr James Brown and the said Viall Refused to Deliver to me the said Book

Mathew Allin

Bristol Ss

[S] To Samuel Brown Esqr. one of the Proprietors of the Purchase Lands Commonly Caled Sawams Allias Sawamsett and parts adjacent

Whereas Application hath bin made to me the subscriber one of his Majesties Justices of the Peace for the County of Bristol In the province of Massachusetts bay by Samuel Brown Esqr Joseph Brown Hesekiah Brown, Charles Brown and Capt Benjamin Brown, being Proprietors in the purchase Lands afforsd Desiring a Proprietors meeting

might be Caled on munday the first day of Aprill Next to meete Together at the Dwelling house of Nathaniel Vial in Rehoboth in the County of Bristoll where the land Lyeth at Ten of the Clock in the forenoon on sd Day, then and there to Chose a Proprietors Clerk in the Rome or stead of Mr Benjamin Vial late Deceased, who was their former Proprietors Clerk

These are therefore In his majesties Name to Require you to Notifie the sd Proprietors with the time and place of sd meeting and what is to be acted at sd meeting (vis) to Chose a Proprietors Clerk, which Notification to be in writing posted up in some Public place or places in the Town or Towns where the Land of the sd Purchase Lyeth at least fourteen dayes before the day appointed for sd meeting, for which this shall be your sufficient warrant, you are to make return of this warrant with your Doings thereon to the sd Proprietors at ye sd meeting.

Given under my hand and seal in Rehoboth affords the Twenty third Day of february in the Twenty fourth year of his majestie's King George the Seconds Reigne, AnnoQue Dominis 1750

Danll Carpenter

Bristoll Ss

Rehoboth Aprill ye first Day 1751

Persuant to the within written warrant to me Directed I have caused a Notification to be posted up in some Public place in Rehoboth Swansey and Warren (where the Proprietors Cheifly Dwell), in which Notification the articles in the warrant are Inserted at Lest fourteen Days before the Day appointed for sd meeting

per me Samuel Brown

Persuant to the sd warrant the Proprietors of the Lands and purchase Sawams alias Sawamsett and parts Adjacent Assembled and met together at the Dwelling house of Nathaniel Viall in Rehoboth on the first Day of Aprill Anno Domini 1751 being a Lawfull meeting of sd Proprietors and by a majority of votes Chose Capt Joseph Wheaton moderator for sd and at the same time the sd Proprietors Chose Nathaniel

Vial Proprietors Clerk. The sd Nathaniel Vial being Present at the same Time accepted the sd Choice

Joseph Wheaton moderator

Bristoll ss. Rehoboth Aprill ye first 1751

Then Mr Nathaniel Viall of Rehoboth Appeared Personaly and was Duly Sworn to the office of Clerk of the Proprietors of the Purchase Lands Commonly Caled Sawams alias Sawamsett and parts ajacent

I say made oath before me Danll Carpenter

Justice of the Peace

Province of the Massachusetts Bay

Bristol Ss

[S] To Mr Nathaniel Vial of Rehoboth Clerk of the Proprietors of the Purchased Lands Commonly Caled Sawams alias Sawamsett, and parts ajacent Lyeing in Rehoboth Swansey and Warren

Whereas Application hath binn made to me the subscriber one of his Majesties Justices of the peace for the sd County of Bristoll in the Province of the Massachusetts bay by Capt Daniel Hunt, Peter Brown, Charles Brown, Daniel Brown & Hesekiah Brown, sonne of the Proprietors of the Lands affor'sd Desiring a Pproprietors meeting may be Caled and warned to meete at the Dwelling house of Nathaniel Vial in Rehoboth on munday the thirteth Day of this Instant Aprill at the Ten of the Clock in the forenoon on sd Day to act on the following articles if the said Proprietors shall think Proper

1st to Chose a moderator for sd meeting

2ly To take some proper measure Relating to the Land Left by sd Proprietors for Highwaies and are not stated for that use whether they will proceed to bound out and state sd wayes or Renew the bounds of such Lands; more especially that strip of Land of Eight Rods wide Left for a high-way from Daniel Alins and Peleg Richmonds: Runing westerly to the maine Cove, (so caled,)

3ly to Chose Committe to act in said Proprietors Behalfe in Prose-

cuting any affair or method that shall be agreed upon by sd Proprietors Relating to such Lands Left for sd ways

4ly to know the sd Proprietors minds whether they will have an Alphabetical Table made to their Book of Records

These are therefore for his majesties Name to Require you to Notifie the sd Proprietors of sd meeting by notifications posted up in writing in some publick place in sd Rehoboth, Swansey and Warren and Insert therein the above mentioned articles with the Time and Place of meeting fourteen Days Before the Time appointed for sd meeting for which this shall be our sufficient warrant

Hereof fail not and make Return of this warrant with your Doings thereon to sd Proprietors at sd meeting

Given under my hands and seal in Rehoboth the fourteenth Day of April in the Twenty sixth year of his majesties Reigne Anno Dominis 1753

Danl: Carpenter

Bristol Ss. Rehoboth April ye 30th 1753

Persuant to the within warrant I have Notified the Proprietors within mentioned to meete together at Time and place within Directed by posting up Notifications in Rehoboth, Swansey and Warren in publick places in sd Towns fourteen Days before the Time appointed for sd meeting Inserting in said Notification the articles in sd warrant as well as Time and place of meeting

per me Nathaniel Viall

Proprietors Clerk

The Warrant and return are truly entred per me

Nathaniel Viall

Proprietors Clerk

At a Lawfull meeting of the Proprietors of the Lands Commonly Caled Sawams alias Sawamsett and parts adjacent Lyeing in Rehoboth, Swansey and Warren being met at the Dwelling house of Nathaniel Vial in Rehoboth on munday ye 30th day of April Anno Domini 1753

Proprietors Present & voting at sd meeting are as followeth; Daniel Alin, Joseph Brown Nathaniel Vial, Hesekiah Brown, Nathaniel Peck, of Rehoboth, Charles Brown, Peter Brown, Daniel Brown, John Brown & Daniel Hunt

At the same time Capt Daniel Hunt was chosen moderator for sd meeting. And also at the same time the sd Proprietors Taking into consideration that there are Divers Pices and strips of Land Lyeing within the Bounds of their Propriety that were Left when the orignal Lotts were Laid oute, some of them of eight Rods in width and some Narrower, and altho the sd Proprietors Do not Think it Nessessary that the whool of such Lands should be stated for Highways or Privateways But so much of said Lands as are or shall be Judged Needfull and Nessesary for Highways and Privateways The sd Proprietors Do hereby manifest their willingness and free consent that such ways should be Laid out and stated by the selectmen of the Towns wherein the Lands Lye or any other authority proper to do the same

At the same time it was voted and agreed upon by sd Proprietors that there be an Alphabettical Table made to their Book of Records

To Solomon Townsend Jr Esqr one of his Majesties Justice of the peace for the County of Bristoll in the Colony of Rhode Island We the subscribers Proprietors of the Land Commonly Called Sawams alias Sawamset And Parts Adjacent Lying in Barrington Warren, Bristol, Rehoboth & Swansey Humbly Request you to grant out your warrant Directed to the Proprietors Clark or one of the Proprietors for the Calling a Proprietors Meeting of the above said Proprietors on Tuesday The Thirtyeth Day of August Next, at the Dwelling House of Mr Henry Bowen Inholder in said Barrington At three of the Clock in the afternoon on said Day To Act on the following Articles if they think Proper

1 To Chuse Moderator to carry on sd Meeting

2ly To Chuse Proprietors Clark in the Roome of Mr Nathaniel Viall who Refuses to serve any Longer

3ly To Chuse a Committe to Receive the Book & Papers in the

Office of the Present Clarke and Deliver the same to the New Clarke and Examin the Book to see if thair Has been any Leaves Cutt out of said Book and Report Accordingly to the Proprietors that thair Report be Recorded and the Committe to Give a Receipt for the Book & Papers

4ly To know the Proprietors minds wheather thay will give up the highways laid out for the use of the sd propriety and their Lots to the several Towns whair they Lay to and for the use of said towns for Highways or privateways as they shall think best

5ly To Know who shall be deemed Proprietors for the future, and to Dispose of Any Lands that Belongs to sd Proprietors

And to Act upon & Do any Other Business that may Legally come before them

James Brown
Samuel Allen
Thomas Allen
Solomon Peck

Joshua Bicknell
Nathaniel Viall
Benjamin Viall
Samuel Viall

Bristol ss To James Brown Esqr in the Town of Barrington in the County of Bristol, one of the Proprietors of the Propriety within Mentioned: In Compliance with the within Request you are hereby in his Majesties Name Required to Notify the within mentioned Proprietors to Assemble and meet together at the within said time & Place for the Purpose within Mentioned. Given under my Hand and Seal at said Barrington this first Day of August in the fourteenth year of his present Majesties Reign

A. D. 1774

Soln: Townsend Junior Just Pace

Served the above by seting up Notifications in the Towns of Bristol Warren Barrington, Rehoboth & Swansey

Attest James Brown a Proprietor

At a Proprietors Meeting Lawfully warned and conven'd at the house of Mr. Henry Bowen of Barrington Inholder

August the thirtyeth Day A. D. 1774

James Brown Esqr was Chosen Moderator

Thomas Allin was Chosen Clark to sd Propriety And sworn into said Office by Solomon Townsend Junior one of his Majesties Justices of the Peace for the County of Bristol in the Colony of Rhode Island & Providence Plantations, In New England

Voted that Col Samuel Allen, Solomon Peck, and Josiah Humphry Esqrs Be a Committe to Receive the Book & Papers of Mr Nathaniel Viall the former Clark and Deliver the same to Thomas Allin the Present Clark

And to search and Examin the Book to see if thair has been any Leaves Defaced or Cutt out of said Book and Make Report of the Same to the Proprietors that their Report May be Recorded if the Proprietors think fitt the said Committe to Give a Recept for the Book and ye Papers if thair is Any in ye said Office

Voted That it is the Oppinion of this Propriety that the Highways that hath already been voted as Common highways was Laid out for the Benefit of the towns whare they ware Laid And that we Have no Right to Dispose of them as Proprietors but look on them as towns ways: voted and Passed nem con

Voted that this Meeting be Adjorned to the first Monday in November Next at four of the Clock P. M. at the house of Mr Henry Bowen in Barrington aforesaid

At a Proprietors Meeting Held By Adjournment this seventh Day of November A. D. 1774 at the House of Henry Bowen when Mr. Josiah Humphry was Chosen Moderator in the Roome of James Brown Esqr. who Could not attend

Voted that for the futre the Owners of the Land that Lieth in the Limits of this Propriety to be Deemed Proprietors and to vote and act as such in as full and Ample a manner as the former Proprietors Did in thair Proportions (or sheares)

Barrington November ye 7 1774

We the subscribers Being Appointed a Committe By the Proprietors of Sawams alis Sawamset to receive the Book and Papers of Mr Nathanel Viall and Delivered the same to Mr Thomas Allin, and to Sarch the Book to see if thair had been any Leaves Defaced or Cutt out; We do Report as follows;

That we have Searched the Book and find that thair hath been no Leaves Cutt out or Defaced in any wise or Missing, and we further report that we have Delivered the Book to Mr Thomas Allin the Present Clarke and took a Receipt for the Same and found no papers in said office, and it is our Opinion that Mr Nathaniel Viall the former Clarke hath been very Careful of the Book

Solomon Peck

Josiah Humphry Committe

Samuell Allen

Voted that the foregoing Report be received and Recorded in the Proprietors Book of Records Voted that this Meeting be Dissolved and it was Dissolved Accordingly, witness

Thomas Allin

Proprietors Clarke

At a Town Meeting Held by Adjournment on the Twentyeth Day of June A. D. 1776

This Meeting taking into Consideration that Part of the Warrant Relating to Highways and as this Town has passed A vote that such Highways as Could be spared or such Part thair of as was not wanted for traveling should be sold and the money Lodged in Bank to Maintain a free school

The town Council being appointed to Measure & Dispose of the same to such Persons as shall Incline to Purchase and they having surved and bounded out sd Land to Severall Persons and agreed with them for the Price but through the Neglect of the said town Council the Persons so agreed with after being at a grate cost to fense said land

could not obtain any Deeds of the same although sd Council did appoint a Day to Give Deeds to ye Severall Persons agreed with: But Contrary to the Express Vote of this town did Refuse so to do: and as this town is of the oppinion That thay Ought to fulfill such Contracts when Made on the Faith & credit of the town by Persons Impowered so to do by ye vote of said town: Thairfore it is Voted that James Brown Esqr. Joshua Bicknell Esqr. Josiah Humphry thay or the Major part of them be a Committe with full Power and Athority to sell and Dispose of sd lands and to Give Deed of the same which shall be Good and valid in law as though sined by sd town Council, and to pay ye Money arising from the sale of said land into the Town Treasury for the benefit of a free schoole: and as sundri Persons have signed a Complaint against those Persons who have agreed with said Council for sd land thairfore it is voted that this town will defend said Persons In the Prossession of said land untill this Committe shall have sufficient time to give Deeds of said Land & take the Pay for the same, and if those persons or either of them shall Refuse to Purchase said Land at ye Price the Committe shall sett, thay shall Lay open the same within six Months from thair Refusal to Purchase sd Land: Voted that This vote be Emedietely Put on ye town Record and also on the Proprietors Book of Record Kept by Thomas Allin Proprietors Clarke and that said Record shall be good and Valid in all cases Whatever

Voted and Pased Nem Con.,

Per Thos Allin P'tors Clk

To Solomon Townsend Jr. Esqr. one of the Justices of the County of Bristol in the State of Rhode Island and Providence Plantations

We the Subscribers Proprietors of the Land Commonly Called Sawams alis Sawamset snd Part adjacent Lying in Barrington, Warren, Bristol, Rehoboth and Swansey Humbly Request you to Grant out your Warrent Directed to the Proprietors Clark or one of the Proprietors for the Calling a Proprietors Meeting of the above said Proprietors on Wensday the fifteenth day of March A. D. 1786. At the Dwelling

House of Mr Benjamin Viall of Rehoboth at two O'clock P. M. to Act on the following Business if they think Proper

First to Chuse a Moderator to Carry on said Meeting

Secndly To know the Proprietors Minds Whether thay will give up thair Rites to the highways & strips of land left by the Proprietors for the Highways and Privete ways if it should be wanted for such: and Common Lots to the severall towns whare the Land lies: or take some Method to secure the same to themselves or Dispose of or Rent them for the benefit of the Proprietors as thay shall think best and do all Other Business that may Come Legally before said meeting

Nathaniel Vial

Isaack Brown

Benjamin Viall

William Hunt

Jesse Brown

James Brown

Bristol ss To Thomas Allin of Barrington Esqr, Clark of the within Propriety In Compliance to the Request of the subscribers to the within Petition You are hereby in the Name of the Governor & Company of the State of Rhode Island, Requested to Notify the Proprietors to the within mentioned Land to Assemble at the House of Mr Benjamin Viall in Rehoboth on Wensday the fifteenth Day of March Next at Two O'clock P. M. to transact the Business within discribed and all other matters that may Legally Come before said Meeting. Witness my hand and seal at said Barrington this 15th day of February A. D. 1786 and in the Independence of America the tenth

Solo Townsend Junr Jus o Peace

Served the above by seting up Notifications in the Towns whare the Proprietors aforesaid Dwells; attest

Thomas Allin

Prots Clark

At a Proprietors Meeting Lawfully warned and Held at the Dwelling house of Mr Benjamin Viall in Rehoboth March ye 15 A. D. 1786

Capt Matthew Allin was Chosen Moderator for said Meeting and then the Meeting was Dissolved without acting on the warrant
Witness; Thomas Allin Pr. Clark

To Solomon Townsend Esqr. one of the Justices of the Peace for the County of Bristol in the State of Rhode Island

We the subscribers, Proprietors of the lands Commonly Called Sawams alis Sawamsit and parts ajassent lying in Barrington Warren Bristol, Rehoboth & Swansey, Humbly request you to Grant your Warrant to one of said Proprietors for the calling a proprietors Meeting of the said proprietors on Thursday the sixteenth day of March Next at one O'clock P. M. at the house of Elknah Humphry Esqr. in Barrington to act on the following Business if thay should think fitt: First to Chuse a Moderator for said Meeting: Secondly to know the Proprietors minds wheather thay will take Some measure to secure thair title and Intrust in the land left by the Proprietors when the Origenall lots ware laid out: for Common land or Highways and hath not been Stated for such

And Do all other Business that may come Leagaly before said Meeting

Thomas Allin	Solomon Peck Jr
Solomon Peck	Allin Viall
Nathanel Heath	Jacob Chandler
Elknah Humphry	Esra Kent Jr
John Humphry	Oliver Brown
Ebenazer Peck	John R. Richmond

Bristol Ss. To Ebenezer Peck of Barrington in the County of Bristol Gentm one of the Proprietors of the land commonly called Sawams alias Sawamset & Lying in Barrington, Warren, Bristol, Rehoboth and Swansey
Greeting

Whereas Request is this day made to me the subscriber one of the Justices Assignd to keep the peace within the County

of Bristol aforesd by Thomas Allin Solomon Peck, Nathl Heath, Elknah Humphry, John Humphry, Ebenezer Peck, Solomon Peck Jr. Allin Viall, Jacob Chandler, Ezra Kent Jr., Oliver Brown & John R. Richmond, Requesting a Warrent for Calling a Meeting of the Proprietors of the land afores'd on Thursday the sixteenth day of March next at the house of Elknah Humphry in said Barrington at one O'clock afternoon:

To Chuse a Moderator for sd Meeting and to Know the minds of the Proprietors wheather thay will take some Measure to Secure thair title & Intrust in said Lands left by the Proprietors when the Original lots ware laid out for common lands or highways & hath not been Stated for such and to do all other Business that may come legally before sd meeting

Therefore you are hereby Requested in the Name of the Govr & Compy of the State of Rhode Island &c to Notify & warn the Proprietors to the land aforesd To Assemble at time & place aforesd for the purpose Aforesd Given under my hand and seal at Barrington aforesd This Twenty Eighth Day of Feby in the 21st year of Independance A. D. 1797

Solo Townsend J. Pacis

This Warrant Duly Served as the Law directs

Ebenezer Peck

Witness Thomas Allin Ps Clk

At a Proprietors Meeting Lawfully Warned and held at the House of Elknah Humphry Esqr. in Barrington on Thursday the Sixteenth day of March A. D. 1797

Solomon Townsend Esqr was Chosen Moderator for sd meeting

Voted that the following Remonstrance be presented to the town of Rehoboth at thair April Meeting

To the members of the town of Rehoboth in town meeting Legally Assembled on the first Monday in April A. D. 1797 Respectfully sheweth we the Proprietors of the Land Commonly Called Sawams alis Sawamset and parts ajasent lying in Bristol, Warren, Swansey, Rehoboth & Barrington, that at a proprietors meeting held at Barrington on the 16th

of March A. D. 1797 for a Review of our Proprietorship in the land afore sd and Observing Certain Incursions on the common lands belonging to this proprierty and within the bound of our sd Proprietorship

We the Proprietors most Humbly remonstrate against any Incursions that are or may be made on any land belonging to said Propriety and we further Remonstrate against any Proceeding had and obtained against our Right & Priviledges as Proprietors and sole owners of all the Common Land that hath not been Disposed of by us in a Lawfull way Relying on the Honor of the town of Rehoboth that thay will not suffer thair Committe to Interfear with what belongs to us

Voted that Mr Thomas Allin & Leut Ebenezer Peck be a Committe to Present this Memorial & Remonstrance to the Moderator of sd town Meeting and that the Proprietors Clark Record the same in our book of record

March 16th 1797

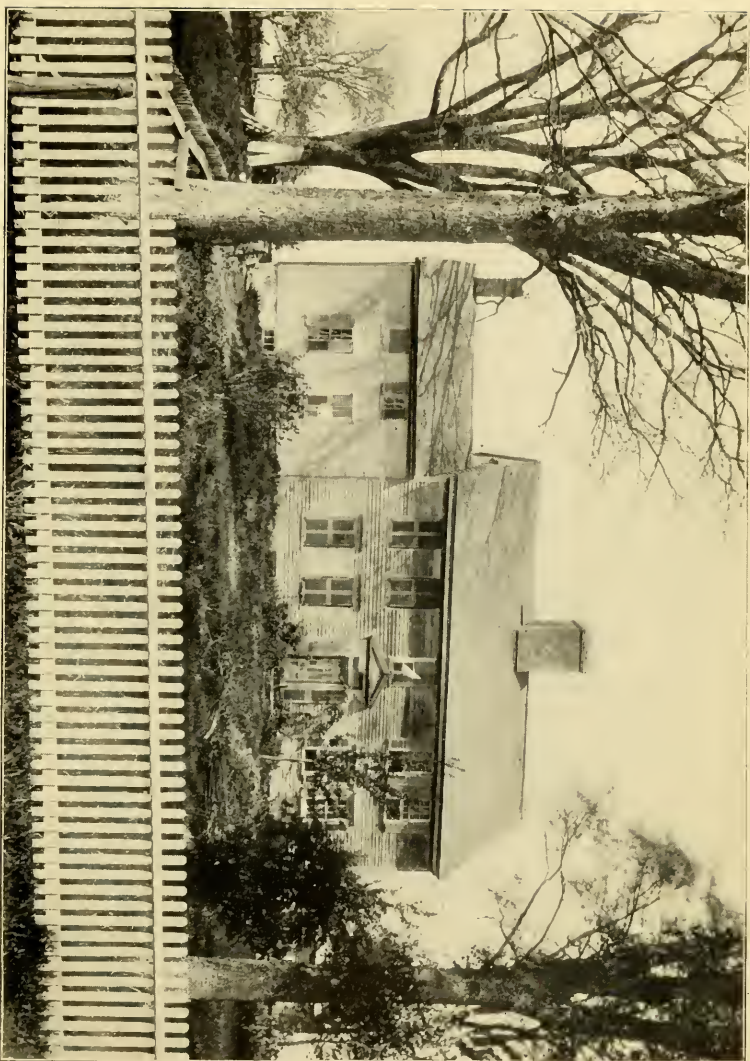
Witness

Solo Townsend Modr
Thomas Allin Clark

This Meeting Adjourned to the third Wensday in April Next at four o'clock P. M

Witness;

Thomas Allin Pror Clk



RESIDENCE OF BRIGADIER-GENERAL THOMAS ALIN
At Annawomscutt, or West Barrington, built before 1800

CHAPTER III

THE SOWAMS PROPRIETARY

The Sowams Proprietary

THE first settlers at Plymouth were granted three large tracts of land for themselves and their associates by letters Patent from King James,—one at Patuxet or Plymouth, another at Kennebec, Maine, and the third at Pokanoket or Sowamset. As the chief men had invested funds in the enterprise to a considerable amount proportionate to their means, and had, up to 1638, been assigned only a small quantity of the land at and near Plymouth included in the patent, it was decided by the Court after hearing and debating the matter, that the leaders in the immigration who had disbursed large sums of money, namely Mr. Bradford, Mr. Prince, Captain Standish and the rest of the partners should make choice of two or three places for their use and ownership, and it was agreed “that there shall be no more Plantations erected until the Purchasers (or old comers) have made their choice.” This privilege was not promptly used, for we find under date of 1652, that the General Court considered the matter, confirming the acts of the year 1638, and requiring “the old comers or Purchasers to take up their particular proportions of land within the precincts of the three former specified places,” within fourteen months next ensuing. This legislation led the early colonial partners to prompt action in the selection and purchase of the lands at Sowams. The original agreement is as follows:

“The first original agreement of the proprietors under their hands upon the Grant of the Court concerning each one’s part in the lands at Sawomes and Mattapoysett Dated ye 7th month, 1652

“The names of those who by order of Court and agreement of purchasers at Plymouth to make purchase and division of the Lands as are at Sawomes and Mattapoysett the seaventh month 1652 who are to have their several Pts or moyeties and satisfie the purchase and all other charges arriseing thereupon according to their several proportions

“Their names are as folloeth:

" Mr. William Bradford	one moyety
Mr. Thomas Prince	one half pt
Mr. Edward Winslow	All his portion
Mr. John Adams	his whole whole portion
Mr. Cushman	his whole pte
Mr. John Winslow	all his pte
Thomas Clarke	his half pte
Experience Mitchell	his half pte
Mr. Thomas Willett	his pte
Mr. Myles Standish's half pte	

" Wee whose names are above expressed doe here by engage ourselves to make good whatever charges shall arise in the further prosecution of the premises above mentioned it being brought in upon account, witness our hands ye day and year above written

" William Bradford	John Winslow
Thomas Prince	Experience Mitchell
Thomas Willett	Knelm Winslow
Edward Winslow	Resolved White
Thomas Cushman	Peregrine White
Thomas Clarke	Myles Standish "

In 1653, we find that Sowams was purchased of Massassoit and the Plantation formed into a Proprietary under the name of "Sowams and Parts Adjacent." Sowams or Barrington had been known to the settlers from 1620, through their frequent visits to Massassoit, their constant friend and benefactor. From its beautiful location on Narragansett (or Sowams) Bay and Pawtucket River, its intersection by several streams, the fertility of the soil and the large quantity of salt and fresh meadows, with plenty of timber for building and fuel, it was called "The Garden of the Colony."

The social, civil and business relations of the Pilgrims made their society a pure Commonwealth. With the exception of the ownership of house and garden by the individual settlers, all things were for common possession and protection. At first one acre was allowed to each

for present use, then two, afterwards sixteen, and at the end of ten years from the landing at Plymouth, many of the settlers possessed large tracts of land. As their numbers and possessions increased, other plantations or settlements grew up around Plymouth, each with its church as the centre of population, as at Duxbury, Marshfield, and Scituate. The lands in that section were held by occupancy or by grant from the Plymouth Court, the title being sometimes confirmed by royal patent. With reference to Indian purchases, the Court ordered that no title to land should be valid unless confirmed by it. In order to secure larger areas of land, of which they soon became greedy, several persons united in the purchase of a large tract of the Indians and, on application to the Court, the purchase was confirmed and a charter issued to the purchasers under the title of a Propriety, the owners of which were styled proprietors. After settlement had been made on the propriety in sufficient numbers to justify the formation of a township, an act of incorporation was granted, by which the propriety was erected into a town, all unsold lands remaining in the hands of and under the control of the proprietors.

As we have seen, Massassoit had already made a formal transfer of all his territorial possessions and allegiance to King James in 1621. In order to secure a more valid and personal title, the "old comers" sought and secured of the great Sachem, a deed of such land as they had been urged to take up by the Plymouth Court. Their selections included the territory of Barrington and parts of the present towns of East Providence, Seekonk, and Swansea, bearing the Indian name of Sowams, and certain meadow rights, salt and fresh in the territory of Mount Hope or Consumpsit Neck, now Warren and Bristol. In this deed he earnestly urged the proprietors to insert the clause, "never to draw away from his people to the Christian religion," for he, with consistent faith, believed that the Great Spirit would preserve his race, only as they remained loyal to their heathen worship, while the Pilgrims with a better knowledge and a purer faith sought to establish Christianity as the basis of their civilization, with the feeling that the latter was dependent on the former for its perpetuity and progress.

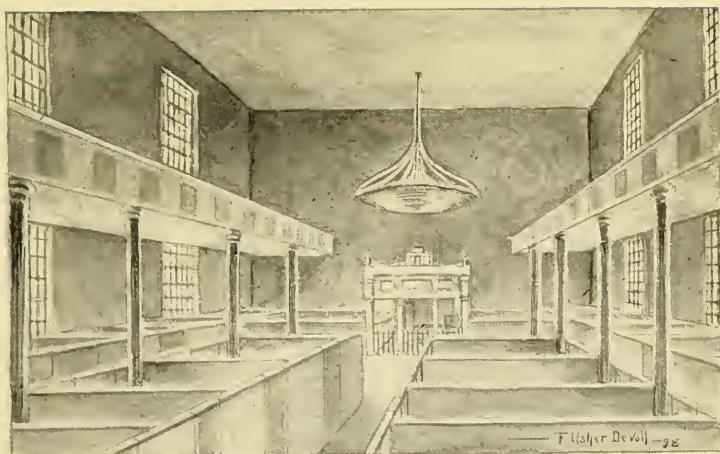
The following is a copy of the deed from Massasoit and Alexander to Thomas Prince and others, dated March 20, 1653, and is the basis of all real estate titles in Barrington.

“The Grand Deed of Saile of Lands

From Osamequin and Wamsetto his son, dated 29th March 1653

“To all People to whome these presents shall come Osamequin and Wamsetto his eldest Sone Sendeth greeting KNOW YEE that we the said Osamequin and Wamsetto for & in Consideration of thirty-five pounds sterling to us the said Osamequin and Wamsetto, in hand paid By Thomas Prince Gent; Thomas Willett Gent; Miles Standish Gent; Josiah Winslow Gent; for And in the behalfe of themselues and divers others of the Inhabitants of Plimouth Jurisdiction, whose names are hereafter specified with which said summe we the said Osamequin and Wamsetto doo Acknowledge ourselues fully satisfied, contented and payd HAUE freely and absolutely bargained and Sold Enfeoffed and Confirmed and by these presents Doo Bargaine Sell Enfeoffe and Confirm from us the said Osamequin and Wamsetto and our Euery of our haiers unto Thomas Prince Thomas Willett Miles Standish Josiah Winslow Agents for themselues and William Bradford Senr Gent; Thomas Clark, John Winslow Thomas Cushman William White John Adams and Experience Mitchell to them and Euery of them their and Euery of their haiers and assigns forever

“All those Severall parcels and Necks of upland Swamps and Meadows Lyeing and being on the South Syde of Sinkhunck Els Rehoboth Bounds and is bounded from a Little Brooke of water called by the Indians Mosskituash Westerly and so ranging by a dead Swamp Eastward and so by markt trees as Osamequin and Wamsetto directed unto the great River with all the meadow in and about ye sides of both the branches of the great River with all the Creeks and Brooks that are in or upon any of the said meadows as also all the marsh meadow Lying and being with out the Bounds before mentioned in or about the neck called by the Indians Chachacust Also all the meadow of any



INTERIOR AND EXTERIOR OF ANCIENT CONGREGATIONAL MEETING-HOUSE, BARRINGTON, RHODE ISLAND

Erected in 1737 near site of present meeting-house

kind Lying and being in or about Popasquash neck as also the meadow Lyeing from Kickomuet on both sides or any way Joyning to it on the bay on Each Side

“To HAUE AND TO HOLD all the aforesaid upland Swamps Marshes Creeks and Rivers withe all their appurtenances unto the aforesaid Thomas Prince Thomas Willett Miles Standish Josia Winslow and the rest of the partners aforesaid to theme And Every of them their and Every of their haiers Executors And Assignees for Ever And the said Osamequin and Wamsetto his Sone Covenant promise and grant that whensoever the Indians shall Remoue from the Neck that then and from thenceforth the aforesaid Thomas Prince Thomas Willett Miles Standish Josiah Winslow shall enter upon the same by the same Agreement as their Proper Rights And Interest to them and to their haiers for Ever

“To and for the true performance of all and Every one of the aforesaid severall Peticulars wee the said Osamequin and Wamsetto Bind us and Every of us our and every of our haiers Executors and Administrators and Assignes ffirmly by these presents

“In witness whereof wee haue hereunto sett our hands and Seales this twentieth day of March anno Domini 1653

“Signed Sealed and Delivered

in ye presence of us

John Browne

James Browne

Richard Garrett

The marke of us

Osamequin & a (Seale)

Wamsetto M & (Seale)”

The first business of the Sowams Land Company was the division of the grant into lots and the assignment to share-holders by lot, of a particular portion of the upland and meadows, the meadows being the salt and fresh grass lands on the borders of the bays, rivers, and smaller streams, where these natural grasses grew abundantly, without cultivation. In the Sowams Plantation, each of the original lots of upland contained eighty acres, and a whole share entitled the purchaser to one hundred and sixty acres of land. The meadow land was divided into lots of ten acres each for each shareholder. Sometimes the share of

upland and meadow lands was laid out in two localities, in order that an equal quality as well as quantity might be assigned to each.

"The second agreement of the Proprietors about the devition of the lands at Sawomes, March 11, 1653 It is agreed and concluded by the company of partners yt are interested at Sawomes that there shall be twenty lots of Land Layed fourth each lot containing eighty acres in as convenient a form as may be and for the deviding of it as we are agreed yt to every half share put in a lot and the whole shares shall put in two Lots and whomever shall be the first draw shall have the first choice of his lot comes south and so the second and third and the rest successively and these lots to be drawn as soone as may be after it is soe devided provided that every whole share shall have twenty acres alowed them either at the heads of their Lotts or in such other places as shall be thought meet

"And as touching the meadows it is agreed that all our meadows shall be laid out into ten acre shares as the former, having respect to Quantity and Quality and that the whole shares shall chuse three Lots on the Neck at one end, and shall have other three lots apoynted by the half shares on the other side Sowames River lyeing also at one end and together in lew of that which was formally allotted equally to half shares and whole shares and the persons that are made choice of to make these devitions above said are Capt Myles Standish Mr Brown Capt Willett and Mr. Thomas Clark or any three of these And we whose names are under written doe bind ourselves to stand to what they shall doe in the premises abovesaid

William Bradford

John Brown

Thomas Prince

Thomas Willett

Josiah Winslow

Resolved White

Thomas Clark

Myles Standish

John Winslow

"Knelm Winslow with the consent of John Adams and for his use"

Besides the "home lots" and the "meadow lots" there were other lands styled "Pastors" and "Teachers' lots," from the income of which

money was obtained to aid in the support of the minister and teacher of the plantation or township.

Thus our forefathers recognized religion and education as foundation principles of the town and provided that both agencies should have a permanent place in the establishment of our free institutions. A Godly ministry and a free school were the grand agents which will stand as the monuments to the far-sighted wisdom of these early pioneers of Sowams.

Whittier interpreted the thought of our Pilgrim sires in

“OUR STATE”:

“For well she keeps her ancient stock,
The stubborn strength of Plymouth Rock;
And still maintains with milder laws,
And clearer light, the Good Old Cause.

“Nor heeds the sceptic’s puny hands
While near her school the church-spire stands;
Nor fears the blinded bigot’s rule,
While near her church-spire stands the school.”

As good settlers made good neighbors, the purchasers of Sowams lands were especially careful to select the best for this civil plantation and to ensure the preservation of the high quality of future inhabitants, the following agreement was entered into by the proprietors. It will be noticed that unanimous consent and not majority rule prevailed in that early day as to the admission of new inhabitants to the settlement.

“An agreement under ye hands of ten of the Proprietors in order to the settlement of the Lands aforesaid ”

Dated December 25; 1660

“Wee whose names are here under written the proprietors of those Lands called and know by the name of Sawomes Lands doe unanimously and Joyntly binde our selves and covenant to perform these peticuler .

“ 1 That none of us shall at anytime Let or sell any of the said

Lands to any stranger that is not already a proprietor with us without the Joynt Consent of us all subscribed under our hands vidt, neither upland nor meadow

"2 That Henry Smith of Rehoboth be the man to measure all Lands yt to be measured out and Appertaining unto any of us and that some two or thre of our selves are to be preasant with him to see it done

"3 That Thomas Willett by way of exchange is to have thirty Acres of upland measured out adjoyning unto the land of his formerly measured out by William Carpenter having the Towne fence on the North side and the Land of John Brown on the South Side and Mr Willet doth Leave the home Lot formerly Lay'd out for Elder Cushman in consideration of the same being of the quantity of thirty acres to Lye common amongst us"

John Brown

Thomas Willett

Stephen Paine

Joseph Peck

John Allen

Peter Hunt

Henry Smith

Philip Walker

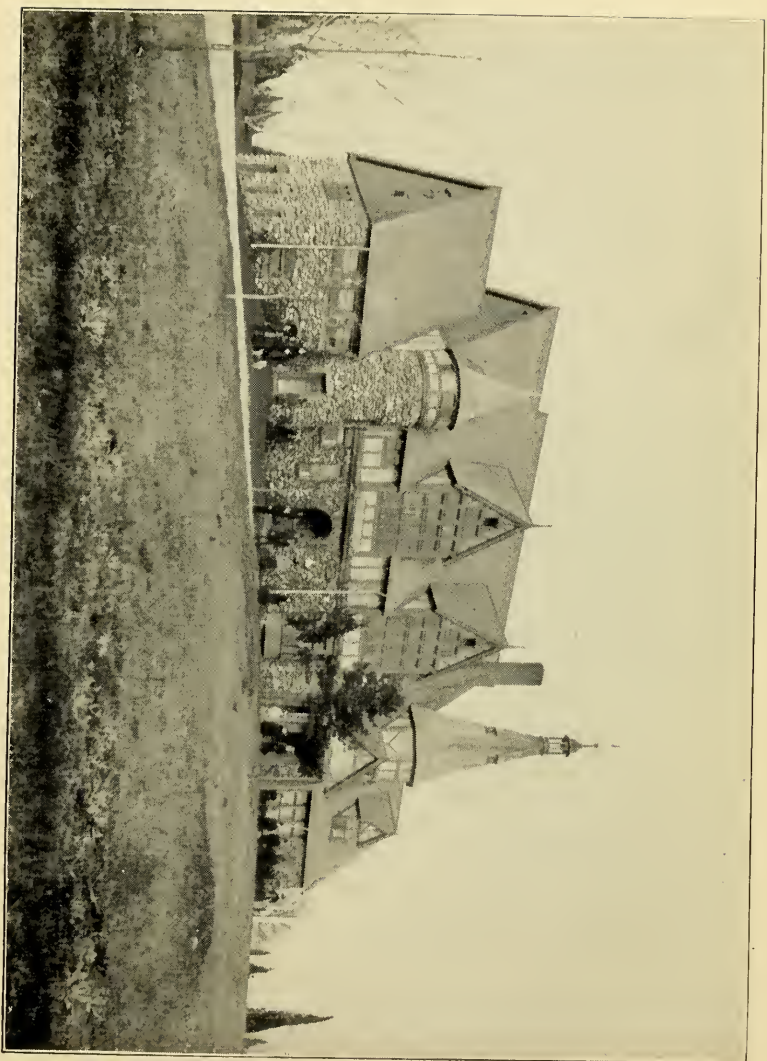
Thomas Chafey

Samuel Newman

The Original Proprietors of Sowams

Thomas Prince

Princes Hill, the crowning glory of Barrington rural scenery, bears and must ever honor the name of Thomas Prince, the first among the purchasers of Sowams of Massassoit in 1653. Governor Prince (Prence in old Mss.) was one of the most honored founders of Plymouth Colony. Born about the year 1600, in Gloucestershire, England, and joining the Leyden Company, he arrived at Plymouth in the ship, Fortune, with Robert Cushman and thirty-four others in 1621. In 1624, he married Patience, the daughter of Elder William Brewster, by whom they had six children. In 1635, he married 2nd, Mary Collier, who gave him four daughters. He married third, Mrs. Mary Freeman, daughter of Constant Southworth. He was active in all the affairs of the Colony, civil, religious and military, and was early chosen one of the Governor's



THE TOWN HALL, BARRINGTON, RHODE ISLAND

On Princes Hill, on the west bank of the west branch of the Sowams or Barrington River

assistants. In 1634, he was chosen Governor. In 1635, he removed to Duxbury, thereby disqualifying himself for the office of Governor. In 1638, the Colony so much desired his services that they suspended the rule of residence in Plymouth and elected him again Governor. From 1657, he remained Governor by sixteen annual elections until his death in 1673. In 1665, he returned to Plymouth to live in the house the Colony had built expressly for the Governor. His administration was noted for legislation of great severity to the Quakers; for serious disputes with the Indians; for his zealous and incessant efforts to establish a system of common school education. He was intolerant and overbearing in religious affairs and procured the removal of John Brown and others from the government on account of their liberal views, in advance of their age.

His personal appearance was noble, dignified and commanding. The church records say, "He had a countenance full of Majesty."

It is most fitting that the name of Governor Prince should be held in perpetual remembrance, in the very geographical centre of the town, by the hill and pond at its base, which bear his name. No nobler monument could be erected to the first name among the purchasers of beautiful Sowams.

Thomas Willett

The name of worthy Thomas Willett is the second on the list of purchasers of Sowams. Mr. Willett was of English birth, a merchant by business, and became acquainted with the Pilgrims at Leyden while travelling on business. On account of their mutual "good liking," he came to Plymouth in 1629, then a youth of nineteen. Such was the sobriety, fidelity, and business ability of young Willett that the Colony sent him in 1630, to superintend their trading houses in Maine, where he remained six years, returning to Plymouth in 1636 to marry Mary Brown, daughter of John Brown, then one of the Assistants in the government.

In 1647, Mr. Willett was elected to succeed Myles Standish as Captain at Plymouth.

In 1651, he was elected an Assistant and continued in that office by annual election until 1665, a period of fourteen years, when he was compelled to resign an office which he had filled with great usefulness to the Colony and signal honor to himself. He was called, in 1664, to aid Col. Nichols in the surrender of New York to the English by the Dutch, as Capt. Willett was not only an able diplomat but a thorough master of the Dutch language and customs. So popular was he with both the English and the Dutch of Manhattan that he was chosen first Mayor of New York in 1665, and was re-elected in 1666. Captain Willett removed to Wannamoisett about 1662, where he, with his family, resided until his death in 1674, near the residence of his father-in-law, Hon. John Brown. His landed estates were very large in Plymouth, Taunton, Rehoboth, Wannamoisett, Sowams, Attleboro, the Narragansett country, and other places. He was well acquainted with the Indians and was a leader in negotiations with their chiefs, and was probably the leading factor in the purchase of Sowams. He took a lively interest in religious affairs of the Colony and was a cofounder with Rev. John Myles of the town of Swansea and of the First Baptist church in Massachusetts, not far from his own home. His ancient house at Wannamoisett (now Riverside, R. I.) was a landmark of great historic interest until its destruction by fire in 1892. A photograph of the ancient chimney, built of the small Dutch bricks, stood as a monument to Capt. Willett until it was rebuilt in a new house on the same spot by Col. H. Anthony Dyer, about 1900.

Thirteen children were born to Capt. Thomas and Mary (Brown) Willett. She died in 1669. Capt. Willett married 2nd, in 1671, Mrs. Joanna Prudden, widow of Rev. Peter Prudden, who died in 1679.

Captain Willett and his two wives were buried at Little Neck Burial Ground, near Riverside, within his beloved Wannamoisett. His tombstone bears this inscription :

“ Who was the first Mayor of New York,
And twice did sustain the place.”

Myles Standish

Myles Standish, Gent, is the third name on the deed of Sowams. His is a name that thrills the nerves and quickens the blood, a name to conjure with. Standish was of noble blood, born in Lancashire, England, about 1584. He served in the Netherlands as a soldier and officer in the army of Queen Elizabeth, in command of the Earl of Leicester. He took up his residence among the Pilgrims at Leyden but never joined their church. Gov. Bradford in his catalogue of Mayflower passengers names "Captain Myles Standish and Rose, his wife." Rose died among the first, in that awful winter of 1621. By a 2d wife, Barbara, who probably came in the Ann, 1623, he became the father of six children, Alexander, Myles, Josiah, Charles, Sarah, and John, who have left a large descent. Standish was elected captain of the military arm of the Colony in 1621, by the first democratic majority vote ever cast for an officer in the Colony. He went out as the agent of the Colony to England in 1625, and was in London, "When the pride of this queen of cities was laid in the dust," by the plague. Being an accurate surveyor, he was generally on all committees for laying new towns, in all of which he had landed interests. He was always military commander and one of the Council of War; sometimes, deputy Governor and Treasurer. Though a man of small stature, he met enemies of all sorts, "without fear and with a manly heart." His intrepid spirit, and quick and fiery temper, compelled him to deeds from which most men would shrink. He asked only eight men to subdue all the Indians of Massachusetts. Alone, he wrested from the wretched Morton the loaded rifle, whose contents were meant for his life, and often met in deadly conflicts those whose prowess excited him to almost superhuman acts. "How this fierce and terrible soldier, never cherishing any strong impressions of religion, should have formed an attachment so lasting, and bound himself to the pious and holy members of Robinson's Church, by every tie except that which bound them to each other; and how he should have fought their battles, cheerfully shared their toils, their hardships, and their poverty, their councils in peace and their dangers in war, is one of those anomalies in human nature which may perhaps find its parallel

in the love which was cherished by the Roman soldier for the early Christians," says Francis Baylies.

Myles Standish was the father and founder of the town of Duxbury, named from the seat of his family, which as late as 1707, was the residence of Sir Thomas Standish. He died Oct. 3, 1656, age 72. A granite monument of colossal height is erected in Duxbury as a measure and declaration of his fame. Longfellow's poem, "The Courtship of Myles Standish," will contribute to his earthly immortality. His Barington estate was at Nayatt which will some day bear some monument to his memory as a Proprietor of Sowams.

Edward Winslow

Edward Winslow, founder, diplomat, statesman, historian, came in the Mayflower, in 1620. He was the son of Edward Winslow, and was born at Worcestershire, England, in 1594. Travelling in the Netherlands, he was sympathetically drawn to the Pilgrims at Leyden, embraced their principles and joined Robinson's Church. He married Elizabeth Barker at Leyden, 1618, and brought her with him to Plymouth, where she died in the winter of 1621. He then married Mrs. Susanna White, whose husband also had died the same winter. This marriage, which took place, May 12th, 1621, was the first in the Colony and also the first in New England. It was a singular honor that fell to Mrs. Winslow that she should have been the mother of the first white child born in New England, Peregrine White, one of the first widows, the first bride the wife of a distinguished Governor of her own Colony, and the mother of a son, Josiah Winslow, who was the first governor in New England, born on its soil. He added to this high office, the high and solitary honor of being the commander in chief of the forces of the Confederate Colonies in Philip's war.

In 1623 Mr. Winslow went to England as agent of the Colony and published the first narrative of their transactions in New England. In 1624, he returned to Plymouth bringing the first neat cattle imported into the Colonies.



JOSIAH WINSLOW, GOVERNOR
A Sowams Proprietor

In 1633, he was elected Governor; again in 1636 and again in 1644. In 1643, he was elected one of the first commissioners of Plymouth Colony in the Confederation. His relation with the Indians was always cordial and conciliatory. His visits to Massasoit are narrated in another chapter. He was the founder of Marshfield, and his large estate called Careswell may be still in the possession of his descendants. Governor Winslow was a born diplomat,—wise, virtuous, courteous, adroit, sincere, faithful. He was a strong pillar in the Pilgrim State. He died at sea, May 8, 1655. His sons, John and Knelm, were copartners with their father in the Sowams propriety.

Josiah Winslow

Josiah Winslow, son of Edward and Susanna (White) Winslow, was born in New England, 1629, and died in Marshfield in 1689, having attained the highest honors of Colonial times. He was for several years Deputy to the Plymouth Court from Marshfield. In 1657, he was elected Assistant and in 1659, chief military commander for the Colony. He was a valued Commissioner for many years and Governor from the death of Governor Prince in 1673 to 1680.

As Governor and General in Chief, he commanded the Confederated forces and directed the campaign in Philip's war. In this contest, the supremacy of the white race had been settled before his death, and in it "Governor Winslow had been a principal and triumphant actor. In his native colony he had stood upon the uppermost height of society. Civic honors awaited him in his earliest youth; he reached every elevation which could be attained, and there was nothing left for ambition to covet, for all had been gained."

Mr. Winslow married Penelope, daughter of Herbert Pelham, in 1651; Elizabeth was born in 1664, Edward, 1667, and Isaac, 1670.

William Bradford

To Rhode Islanders, and more especially to the citizens of Bristol County, the name of William Bradford is more familiar than either of

the Plymouth Governors, for the reason that the Bradford family was transplanted to Bristol in the early days of the Colony and still retains its honored and honorable name in that town.

William Bradford was born in Austerfield, Yorkshire, England, in 1589. His patrimony was large, but his station was that of a yeoman and he was taught agriculture. He was a close Bible student in youth and became a devoted Pilgrim and follower of John Robinson. Going to Holland, he learned the art of silk dyeing and engaged in commerce. He was a leader in the migration to America and came in the Mayflower, 1620, with his wife, Dorothy May, leaving behind his son, John, who came later. His wife was drowned in Provincetown Harbor, before the landing at Plymouth. He married, in 1623, Alice Southworth, widow of Edward Southworth, to whom were born four children, William, Mary, Benjamin and Joseph. Mrs. Alice Bradford is said to have been "a lady of extraordinary capacity and worth." On the death of the first Governor Carver, in 1621, Mr. Bradford was elected Governor unanimously, and was continued in office by annual election for thirty-seven years (with the exception of two years of Governor Prince and one of Edward Winslow) until his death in 1657, at the age of 69 years. He managed the affairs of Plymouth Colony with consummate skill, prudence and ability. His Indian policy was mild but energetic. When the Narragansetts sent a bundle of arrows wrapped in the skin of a serpent, he answered the challenge by sending back the skin filled with powder and bullets. The Indians were taught to believe that the dreadful plague was buried under the storehouse at Plymouth.

Governor Bradford was a scholar in the Greek, Latin, and Hebrew languages, and spoke Dutch and French with ease. He was well read in history, philosophy and theology. The Bradford history of Plymouth Colony is authority. Governor Bradford, a great man of his own time, would have been a commanding figure in any age, and to his wisdom and sagacity, his firmness and gentleness, and withal a refined Christian character may be credited the peaceful and progressive years of the infant Colony. His relations with Massasoit were always cordial and

helpful and the two governments, the savage and Pilgrim, lived in neighborly amity and mutual advantage, for nearly 40 years under the same personal heads, Bradford and Massassoit. His last words were, "God has given me a pledge of my happiness in another world, and the first fruits of eternal glory." Alice Bradford, widow of the Governor, died March 26, 1670, aged 80 years.

John Adams

John Adams, another of the Sowams propriety, came in the ship *Fortune*, 1621, with Governor Prince, and married Eleanor Newton, who came in the *Ann*, in 1623. Their children were James, John, and Susanna. His sons married and settled in Marshfield, Mass.

Thomas Cushman

Elder Thomas Cushman, successor to Brewster as ruling elder of the Colony, was the son of Robert Cushman, and came to Plymouth in 1622. He married Mary Allerton, 1636, daughter of Isaac Allerton, and had eight children. A son, Thomas, b. 1637, married in 1664, Ruth Howland, daughter of John Howland, from whom a number of Barington families have descended. The following inscription is on the Cushman monument on Burial Hill:

"Here lieth buried the body of that precious servant of God, Mr. Thomas Cushman, who after he had served his generation according to the will of God, and particularly the Church of Plymouth for many years in the office of ruling elder, fell asleep in Jesus, Dec. 10th, 1691, and in the 84th year of his age."

William White

William White, son probably of Bishop White, of England, was married in Leyden, 1612, to Anna, sister of Samuel Fuller, (always called Susanna). His wife and son Resolved, b. 1615, came in the *Mayflower*. Their son, Peregrine, born on board the *Mayflower* in Provincetown

Harbor, was the first white child born in New England. William White died of the dreadful distemper that reduced the Mayflower Pilgrims nearly one-half, that first sorrowful winter. Mrs. White married Edward Winslow, May, 1621, and, as stated elsewhere, the first mother and widow became the first bride in New England, and the children, Resolved and Peregrine, became a part of the Edward Winslow family. In the Sowams purchase, Resolved and Peregrine became proprietors in their father's right, as will be seen in the Records.

Thomas Clark

Thomas Clark came in the Ann, 1623, and married Susanna Ring before 1634. He was a Deputy from Plymouth, 1651 and 1655, attended the royal commissioners to New York in 1665, and was the owner of a half share in Sowams. Mr. Clark died in 1697, aged 98 years. It has long been supposed that Mr. Clark was mate of the Mayflower, but this is not historically established.

The persons already named and noted are all of the original proprietors in the first agreement made the seventh month, 1652, and include all the names of the grantees in the Grand Deed of 1653. In the second agreement, under date of March 11, 1653, the name of John Brown appears, as it also does with James Brown and Richard Garrett, as witnesses to the signatures of Osamequin and Wamsetto to the Grand Deed, March twentieth, 1653. Between the date of purchase, 1653, and December 25, 1660, the original proprietors had divided and had sold, in whole or in part, their Sowams lands to the following persons: John Brown, Thomas Willett, Stephen Paine, Joseph Peck, John Allen, Peter Hunt, Henry Smith, Philip Walker, Thomas Chaffee, and Samuel Newman. Of these ten proprietors, one, Thomas Willett, was named as a grantee in the Grand Deed. John Brown is named in the second agreement before the purchase and hence may be included in the original proprietors.

To those familiar with Rehoboth history, the ten names are well known, for John Brown and Edward Winslow, as agents, purchased (Seaconck) Rehoboth of Osamequin in 1641. The names of Mr. Henry

Smith, Mr. Joseph Peck, Mr. Stephen Paine, and Rev. Samuel Newman, also appear among the grantees of the Rehoboth Patent, in 1641; in 1643, we find the names of Peter Hunt and John Allen; in 1655, that of Phillip Walker, and Thomas Willett appear, while the name of Thomas Chaffee belongs of right to Sowams. With the exception of Winslow and Chaffee, all the others were founders, and large land owners in Rehoboth. Bliss' History of Rehoboth and the Proprietors' Records locate their lands, their homes, and give their history as related to the life of this ancient town.

John Brown and Thomas Willett, his son-in-law, lived at Wannamoisett, a large tract of land purchased by Mr. Brown, in 1645. The career of Mr. Brown was of great moment to Plymouth Colony. He became associated with the Pilgrims at Leyden and came to America prior to 1634, for he was elected a freeman that year, and in 1636 an Assistant in the General Court, an office held by annual election for seventeen years. His son, James, was admitted a freeman in 1636. Mr. Brown was a grand pioneer in the settlement of most of the towns west of Plymouth. He was a purchaser of Taunton, 1637, and removed there about 1640. In 1641, he was one of the Rehoboth purchasers, and the largest land owner, to the value of £600.

In December, 1645, Mr. Brown removed to Wannamoisett, and his son, in 1647, and his son-in-law, Willett, later. He was an influential citizen of Rehoboth, and was a cofounder with Myles and Willett, of Swansea. Mr. Brown was a commissioner from Plymouth Colony in the New England Confederacy for twelve years, from 1643. He was a wise and faithful magistrate, liberal in religious views, objecting to the law that compelled taxation of the people to support the Gospel.

Mr. Brown died at Wannamoisett, (Swansea), within the limits of Sowams, April 10, 1662, and is probably buried in the family burial ground at Little Neck. (See Bicknell's History of Barrington).

From 1660, the ownership and management of the Sowams propriety was in the hands of the proprietors of Rehoboth and Wannamoisett. John Brown, of Wannamoisett, was proprietors' clerk. Henry Smith, of Rehoboth, was surveyor to run lines, set bounds and describe

the several lay-outs of lots, roads, meadows, etc. Chachapacassett Neck was laid out and allotted to Samuel Newman and partners, Nathaniel Paine and partners, John Allen, Nathaniel Peck, Israel Peck, James Brown, Lieut. Peter Hunt, John Saffin and John Brown. John Saffin lived in Boston at this time. All the others lived in Rehoboth except John and James Brown, who dwelt at Wannamoisett.

In 1679, the home lots at Popanomscutt, or Phebe's Neck, were drawn by Lieut. Peter Hunt, Stephen Paine, John Saffin of Boston, Thomas Chaffee, Samuel Newman and partners, James Brown, and John Brown, Capt. Willett's heirs and Israel Peck and partners, all residents of Rehoboth, except Chaffee, who lived in Sowams.

The great lots on Popanomscutt fell in order to Lieut. Peter Hunt, Thomas Chaffee, John Allen, Nathaniel Peck, Samuel Newman, Stephen Paine, John Saffin, James and John Brown. The same Rehoboth ownership existed as to great lots as to home lots. John Allen, of Rehoboth, owned the land from Barrington bridge to Scamscammuck Spring. Rev. Samuel Newman, Nathaniel and Israel Peck, of Rehoboth, owned the land from Hides Hole, or Chachapacassett, towards Nayatt. John and James Brown, of Wannamoisett, owned the whole of Nayatt Point. William Allen, of Prudence Island, owned the lands from Mouscochuck to Annawomscutt Creeks.

A detailed description of all the uplands, fresh and salt meadows, etc., their bounds, subdivisions, owners, etc., will be found in the Sowams Records.

Guide Points to Grand Deed of Sowams

This deed contains two important divisions. I. The Deed of "SOWAMS." II. The Deed of PARTS ADJACENT. Let the student read the description of the lands conveyed with these two properties distinctly in mind.

FIRST. The deed of Sowams includes "all the severall parcells and necks of upland, Swamps, and Meadows, on the South side of Sinkhunch, Etc., Rehoboth bounds," between the Sowams and Patuxet Rivers, with an Indian reservation on Chachacust (or New Meadow)

Neck, to belong to the proprietors, "when soever the Indians shall remove from the Neck." The bounds are given in the Grand Deed and the description of Sowams is found between the words "All those severall," etc., and the words "The neck called by the Indians Chachacust." This part of the deed quitclaims all the territory, upland, swamp and meadows. "THE PARTS ADJACENT" include all the meadows, salt or fresh, "being in or about Popasquash Neck as also the meadow lyeing from Kickomuet on both sides or any way Joyning to it on the bay on each side."

This part of the deed conveys no uplands or swamps; only salt and fresh meadows. Let the reader now refer to the description of the layout and bounds of "The Parts Adjacent," under "Devition of Salt and Fresh Meadows," in the Book of Records, and it will be found that the bounds on the land side in each case is "so far up as the moable land lyeth as stated in the Grand Deed of Saile."

Salt and fresh meadows, in the absence of cultivated English grasses, were a valuable asset to the early and the later settlers, even to the present time. Rehoboth had taken possession of the salt meadows at "The Tongue," at Chachapacassett and Nayatt, and the meadows on the Kickemuit and about Consumpsit Neck, although at a distance, were necessary for the support of neat cattle and horses in the new settlement at Sowams.

It cannot be too strongly stated that the Grand Deed of Massassoit of 1653, did not convey one solitary foot of upland above the bounds of salt and fresh meadows, in that section known as "PARTS ADJACENT," viz: Kickemuit and Popasquash Neck and the bays on both sides. Mount Hope or Consumpsit Neck was an Indian Reservation and could not be sold, until its forfeiture as conquered territory, and in the Grand Deed of the Mt. Hope Lands to John Walley, Nathaniel Byfield, Stephen Burton and Nathaniel Oliver. Sept. 14, 1680, the following reservation is made, "excepting only and reserving the Lands formerly granted to the inhabitants of Swansey, according to the lines already run at the north end or entrance of said Neck, * * * * * and the Meadows formerly purchased of the Indians;" * * * *

"The lands formerly granted to Swansey," referred to, was the upper

end of Mount Hope Neck, now Warren, deeded to Swansea by Totomom-mucke in 1673.

"The Meadows formerly purchased of the Indians," were the salt and fresh meadows already mentioned as "PARTS ADJACENT."

Another significant pointer is this: All the proprietors save one, John Saffin, of Boston, later of Bristol, resided in Barrington, Rehoboth or ancient Swansea. In proof of this statement, reference is made to Bliss's History of Rehoboth and Bicknell's History of Barrington.

The fourth pointer is the fact that highways were laid out on Popanomscutt or Phebes Neck and home lots, pastors' lots, teachers' lots were laid out in the early history of Sowams.

The fifth pointer is that Sowams was called Swansea: "The Court doe allow and approve that the township granted unto Captaine Willett and others his naighbours (Sowams) att Wannamoisett and places adjacent, Shall henceforth be called and Knowne by the name of Swansey." (Plymouth 5 March 1667-8 Prencce Govr)

In 1673, Swansea established a school "for the teaching of Grammer Rhetoric and Arithmetic And the tongues of Latin Greek and Hebrew Also to read English and to Write," and Rev. John Myles was the first schoolmaster. The location of the children and the schools tell where the people lived. The schools were opened at Wannamoisett, on New Meadow Neck, on Kickamuit Neck, at Bartrums and at Mattapoissett.

The First Baptist Meeting House was built on Nockum Hill, midway between Wannamoisett, and Myles Bridge and Garrison on New Meadow Neck, and the second was built on New Meadow Neck on Tyler's Point, which, says Tustin, was called "The Place of Trade." Rehoboth began its settlement at what is now Rumford, in 1643. Wannamoisett followed with Hon. John Brown and Captain Thomas Willett; then the coming of Rev. John Myles and the Baptists at and about Myles' home and Garrison at Barneysville; and from thence the whole of the two peninsulas of Sowams became peopled. A study of the Sowams Records and the histories of Rehoboth, Swansea and Barrington with these points of view will enable the student to reach a just conclusion as to the location of Sowams which will be discussed in the next chapter.

William Carpenter

Wm Townsend

Deleg Heath

Saml Watson.

Luther Martin Garrison

Nathan Mowbray

John Brown

John Adams

Anthony Low

Saml Hopworth

John Kedley

James Brown

AUTOGRAPHS OF SOME SOWAMS PROPRIETORS AND OTHERS

Sowams Proprietors and Officers of Record

William Bradford	Benjamin Viall	Knelm Winslow
Edward Winslow	Samuel Brown	Peregrine White
Thomas Cushman	Thomas Turner	Stephen Paine
Thomas Clarke	Samuel Humphrey	John Allen
Thomas Willett	James Smith	Henry Smith
Myles Standish	Ebenezer Allen	Thomas Chaffee
Resolved White	William Cobb	Josiah Winslow
John Brown	Nathaniel Peck, Jr	Richard Brown
Joseph Peck	Matthew Allin	Nathaniel Paine
Peter Hunt	Benjamin Brown	Israel Peck
Philip Walker	Daniel Brown	Nathaniel Chaffee
Samuel Newman	Jabez Brown	Stephen Paine, Jr.
Nicholas Peck	Joseph Chaffee	Nathaniel Peck
John Saffin	James Bicknell	Abraham Perren
James Brown	Hezekiah Chaffee	John Viall
Anthony Low	Joseph Wheaton	William Allin
Joseph Chaffee	Daniel Hunt	Samuel Peck
Jonathan Bosworth	Solomon Peck	Richard Whitaker
Samuel Walker	Samuel Viall	John Medbury
Daniel Smith	Solomon Townsend	Benjamin Paine
Noah Floyd	Henry Bowen	John Allen, Jun.
Joshua Smith	Jesse Brown	Andrew Willett
Robert Millard	Elkanah Humphrey	Joseph Kent
Eliakim Hutchinson	Ebenezer Peck	Richard Ingraham
John Butterworth	Allen Viall	Benjamin Pemberton
John Paine	Ezra Kent, Jr.	Bamfield Capron
John Dixey	John R. Richmond	Deacon Newman
Thomas Barnes	Thomas Prince	Samuel Low
William Ingraham	John Adams	Simon Davis
Thomas Guinn	John Winslow	Josiah Turner
Jonathan Viall	Experience Mitchell	John Chaffee
Daniel Allen	William White	Ebenezer Tiffany

Zachariah Bicknell	Samuel Allen	Josiah Humphrey
Obadiah Bettis (Pettis?)	Recompense Tiffany	William Hunt
John Baker	Charles Brown	Nathaniel Heath
Thomas Hill	Peter Brown	John Humphrey
Samuel Barnes	Thomas Allin	Solomon Peck, Jr.
Joseph Brown	Joshua Bicknell	Jacob Chandler
Isaac Brown	Nathaniel Viall	Oliver Brown

Of the one hundred and seventeen proprietors, whose names appear in the Sowams Records, only one lived outside the bounds of Barrington, Rehoboth and Swansea. That was John Saffin, of Boston, son-in-law of Capt. Thomas Willett. He was later a citizen of Bristol, R. I. Most were residents of what is now Barrington and East Providence. Warren had not a single proprietor.

Officers of the Sowams Proprietary

As has been seen, the proprietors were, with one exception, residents of Sowams or Swansea, and Rehoboth, the territory now occupied by Barrington, East Providence, Seekonk, Rehoboth, and old Swansea. The officers, however, all lived west of the Sowams River, in what is now Barrington, East Providence and Seekonk.

The first proprietors' Clerk was Hon. John Brown, who lived at Wannamoisett, now East Providence. His successors, until 1710, are not a matter of record.

Aug. 30, 1710, Benjamin Viall, of Wannamoisett, was clerk.

April 1, 1730, Samuel Allen, of Barrington, was moderator.

March 13, 1750-1, Matthew Allin, of Barrington, was both moderator and clerk.

April 1, 1751, Capt. Joseph Wheaton, of Rehoboth, was moderator, and Nathaniel Viall, of Wannamoisett, was clerk.

April 30, 1753, Capt. Daniel Hunt, of Rehoboth, (now East Providence), was moderator, and Nathaniel Viall, clerk.

May 30, 1774, Thomas Allin was clerk and held the office until the

Joseph C. Mauran	Zecariah Bicknell
Natho: Martin	Joshua Bicknell
Joseph Kimbrell	Samuel Allen
Nathaniel Heath	Joshua Bicknell
Matthew Allin	John Wilson Law
Thomas Allin	Storson Hays
Wm. Allin	John Deaton
Edward Bosworth	Josiah Kent
Samuel Viall	Elkanah Humphrey
Nathaniel Viall	Wesley Miles
Israel Beck	Obenzer Tiffany
Josiah Humphrey	Delug Richmond
Solomon Townsend	Sam: Allen
Olive Mauran	Richard Harding
Thomas Allin	Eleazer Tiffany

AUTOGRAPH SIGNATURES OF A NUMBER OF THE SOWAMS
PROPRIETORS AND OTHERS

last record in the book over his signature, March 16, 1797. His residence still stands at West Barrington.

Solomon Townsend, town clerk of Barrington, was the moderator of the last recorded meeting of the proprietors, which was held at the house of Judge Elkanah Humphrey, of Barrington. This house stood at the corner, on the middle highway, about 100 rods south of the residence of Fed. S. Peck, Esq.

A photograph of the last page of Mss., containing the record of the last meeting of the Sowams Proprietors, will be found on another page.

CHAPTER IV

SOWAMS



PHOTOGRAPHS OF THE COMMITTEE OF TWENTY CITIZENS OF
BARRINGTON, ON THE BARRINGTON CENTENNIAL, JUNE, 1870,
INCLUDING THE POET, HEZEKIAH BUTTERWORTH

Sowams

GOVERNOR Bradford wrote that after the first interview with Massassoit at Plymouth, March, 1621, that the Sachem "returned to his place, called Sowams, some 40 miles from this place." All authorities agree that the chief's home was at Sowams. A careful measurement between Plymouth, by way of the fording place at the Weirs, on the Taunton River, and the Pawtucket River or Sowams Bay on the west, makes the distance from Plymouth to Ancient Sowams exactly forty miles.

As the Indian names, Sowams and Pokanoket are used interchangeably in the older records and the patents of 1620 and 1629, some confusion has arisen as to the territorial value of the two names. It is now generally conceded that Sowams was a well-known Indian village or section of a larger territory known as Pokanoket, although in the first official map of the towns of the Colony of Rhode Island and Providence Plantations, made in 1721, fifty years after Philip's war and the extinction of the Wampanoags as a tribe, the term "Sowamsett alias Pokanoket," is used and located in Barrington as will be seen with reference to a photographic reproduction of a part of this valuable map, which the reader is asked to study.

Prior to 1644, a difference existed between the Massachusetts and Plymouth colonies as to the colonial jurisdiction of Seekonk, each claiming it. The Plymouth people showed the commissioners the Plymouth Patent, "By which it appeareth that a countrey or place called Poccankuck (Als) Sewamsett is granted unto them. The commissioners not conceiving that the clause (als) Sewamsett as there expressed should streaten their limmits and improving an opportunitie of the Narrohigansett, Deputies now present do find Secunck clearly within the limmits so graunted to New Plymouth." The English of which was that in the minds of these officials Pokanoket was a larger territory than Sowams, and that it included the Seekonk purchase. According to this

decision it also covered the North Purchase (Attleboro and Cumberland) made later by Thomas Willett. On the other hand, Pokanoket included Consumpsit Neck (Bristol) according to the commissioners who considered the boundary line between Massachusetts and Rhode Island in 1741 (June 30). They say: "The place where the Indians called Philip lived near Bristol, was called Paucanoket, and another place near Swansey was called Sowams or Sowamsett." The truth of the matter probably is that Sowams stood relatively to Pokanoket as Barrington does to Bristol County, with the addition of the towns of East Providence, R. I., and Seekonk, Mass. A careful study of what follows will enable us to understand what and where Sowams was.

The first patent granted to the Plymouth Planters, viz., John Carver, Will Bradford, Edw. Winslow and others, by King James, in 1620, the eighteenth year of his reign, all that part of New England in America that lies between the Cohasset River on the North, the Narragansett River on the South, the Atlantic Ocean on the East "and extending up into the mainland towards the West from the mouth of said River called Narragansett River to the utmost limits and bownds of a countrey or place in New England called Pokenacutt als Puckenakick als Sawaamset westward and another like strait line extending itselfe directly from the mouth of the said River called Coahasset als Conahasset towards the West so far up into the maine land westward as the utmost limits of the said place or countrey commonly called Pokenacutt als Puckenakick als Sawaamset doe extend together."

The second patent given by Charles First, dated Jan. 13, 1629, affirms the patent of 1620, the patent reading "to the utmost limitts and bounds of a country or place in New Englande called Pokenacutt alias Sowamsett westward," etc.

Both patents agree in the declaration that "Pokenacutt alias Sowamsett," was situated on "Narragansett River" or Bay, and that it occupied the tract in the northwestern section of the Plymouth patent with the western boundary line up the middle of Narragansett River intersecting the northern boundary line extending westward from the middle of the Cohasset River. In other words, Pokenacutt alias Sowamsett, was

the western and northwestern section of Plymouth Colony and was bounded on the west by "Narragansett River" or Bay, and on the north by Massachusetts Bay Colony territory.

The original patent declared Sowaamset (Sowams) to be located on Narragansett Bay and that it was the western and northwestern bound of Plymouth. It was the most natural thing that the Bay on the west of Sowams should take the name of the country on its shores. This fact appears in the deed of Shawomet, (Warwick), to Randall Holden, John Greene, Samuel Gorton and others, from Miantonomi, under date of January 12, 1642.

"Know all men; that I, Myantonomy, Cheefe Sachem of the Nanheggansett, have sould unto the persons heare named, one parsell of lands with all the rights and privileges thereof whatsoever, lying upon the west syde of that part of the sea called Sowhomes Bay, from Copas-sanatuxett, over against a little island in the sayd Bay, being the North bounds, and the outmost point of that neck of land called Shawhomett, being the South bounds, ffrom the sea shore of each boundary upon a straight lyne westward twentie miles." Miantonomi, chief of the Narragansetts, is authority for the statement that that part of Narragansett Bay, north of Prudence Island to Pomham Rock in Providence River, was called Sowams Bay.

With Sowams Bay extending to Prudence and to the south end of Warwick Neck, it is evident that the Sowams River flowed into Sowams Bay. As the Narragansett country gave the name to the Bay that washed its eastern shores, so Sowams gave its name to the River that flowed along its eastern boundary and the Bay that formed its southern and western limits. The historian of the Memoirs of Plymouth Colony, Francis Baylies, a native of Dighton, Mass., one of the most thorough students of local history of the last century, locates Sowams in ancient Swansea, near the present town of Warren.

A claim was made by Gen. Guy M. Fessenden that Warren was a part of ancient Sowams and that Massassoit lived on the site of that village. Following his opinion, later writers without study have fallen into the same grave mistake. Four reasons have led up to this error.

The first and most important is that the deed of Massassoit to Governor Bradford and others dated March, 1653, describing the limits and bounds of Sowams was not known to the writers. Another is that the Sowams Records, locating and describing the lands of the Sowams Purchase, have not been known to the public, having never seen the light until their publication in this volume, and to which reference is made. Another reason exists in the fact that for twenty-four years (1746-1770) Barrington and Warren were one town, under the name of Warren, hence events and local references to Barrington would be known as in Warren.

Perhaps the most convincing argument which excludes Warren from consideration as having any claim to Sowams, and not being included in the Massassoit deed of 1653, is found in a most important document which has had slight public consideration. It seems that the territory now known as Warren was owned by an Indian named Totomommucke, and others, prior to 1673. (See Plymouth Records, vol. ix, pp. 16, 17, 28, 29). On May 8th, 1673, Totomommucke and his associates sold to the town of Swansea all that tract of land lying between the main part of Mount Hope Neck on the south, Sowams River on the west, the old lines of Swansea on the north, and easterly by some line within what was once known as Shawomet. The controversy between Plymouth Colony and Swansea, which continued for about two years, related to the right of sale of certain Indian lands at Shawomet to help in paying the great cost of Philip's war, Swansea, claiming, and maintaining her claim, that the Colonial Treasurer, Constant Southworth, had sold a part of the territory, which the town had bought of Totomommucke. The papers here printed show conclusively that Warren was a part of the Totomommucke purchase.

Swansea vs. Plymouth

IN RE LANDS NOW WARREN

The following from Plymouth Colony Records, Vol. VII, pp. 16, 17 and 28, 29, sets at rest the debate whether Warren was included in the Sowams Purchase.

" A Writing Appointed to be Recorded "

" There haueing bine som controversy between the collonie and the towne of Swansey respecting a sale of lands made by Mr. Constant Southworth, Treasurer, to Josiah Winslow, Esq, Walter Briggs, John Williams, Capt Fuller, and others, called the Showamett Purchase, the town of Swansey aforesaid claiming a considerable pte of those lands soe sold by vertue of a deed obtained of Totomomucke and others bearing date of the eight of May, 1673, it is agreed between the Generall Court, held by adjournment July the first, 1679, in behalfe of the collonie of New Plymouth, on the one pte, and Mr Samuel Luther, agent for the town of Swansey and on their behalfe on the other pte, as a full and final issue of the aboue mentioned difference, that the collonie of New Plymouth aforesaid shall and heerby doe agree and graunt to and with the towne of Swansey, that they shall haue and for euer enjoy those lands that lye to the southward of their old line vntill it comes within twenty rodds of Kekamuett Springe, which is the enterance of Mount Hope Necke, and what distance it is by measure from the station to direct a line quite ouer or crosse the necke, or taking twenty rodds att the head of the said spring northerly, and those stations to make or direct the line crosse the necke, the collonie makeing their choise which of those lands shall stand, all the lands lyeing on the northerly syde of the line, and soe home to Swanseys former bounds, to be and for euer belonge unto the towne of Swansey; and in consideration thereof, the said towne of Swansey shall and heerby and doe quitt claime to the rest of the lands of Mount Hope on the southerly syde of the above mentioned line, and doe resigne up unto the collonie or purchasers of Showamett lands the deeds aboue mentioned obtained of Totomamucke, &c, and quitt claime vnto all the lands therein contained or mentioned In witnesse wherof, the Secretary, in the behalfe of the collonie, and Samuel Luther, agent for the towne of Swansey, in their behalfe, haue heervnto subscribed

NATHANIELL MORTON, Secretary

The marke of (X) SAMUELL LUTHER

Agent for the towne of Swansey

Plymouth, the fift of July, 1679

Nouember the first, 1679 .

“ This Court doth order and appoint John Richmond, Mr. Nicholas Pecke, and William Carpenter, to run the line between the countryes land att Mount Hope and the town of Swansey, and incase of failer of any of the three, that then Encrease Robenson be improued in his stead, and that the record of Court heerwith sent, respecting that matter aboue said, to be the rule by which they are to proceed therin; the psons aboue appointed are to meet about the expedition on Wednesday, the 25th of this instant Nouember

“ The proceedings and actings of this committee, in running of the said line, is as followeth:—

“ The line of the old fence two degrees and an halfe, to the north of the west; then we measured from the mouth of Keekamuett Springe twenty rodds three degrees to the eastward of the north, and the fence att the head of the said springe, and sett upp a white oake stake standing, at the extent of each 20 rodds, and raised vpp a heap of stones about each stake

“ When we found the range a crosse the necke to be a point and a halfe to the northward of the west, and the line run by bound trees, vntill it comes to the west syde of the said necke, to a smale red oake bowe, where wee raised an heape of stones, and marked both the avoue sail stakes and the bowe with S on the north syde, and C on the south syde

“ This was pformed on the day prefixed by the Court, as was by them ordered, by vs, which was appointed therin

“ These may signify that wee, Nathaniel Pecke, John Richmond, and Encrease Robinson, did run the line aboue mensioned according to Court order, and Mr Willam Ingram, Mr. Hugh Cole, and Obadiah Bowin, appointed by the towne of Swansey, did joyne with vs in runing the said line

“ The bill of charges of the committee first aboue mensioned Wee were out three days, and our expenses was in all fifteen shillings in money.”

The deed of Totommomucke and the adjustment of the land dif-



THE MATTHEW WATSON HOUSE AT NAYATT

Built of brick made at his brick yard, 1745

ference with the Colony transferred to Swansea that portion of Mount Hope Neck, now known as Warren. We have considered the evidence of the patents of Plymouth Colony as related to Sowams, showing it to be in the northwestern part of the Colonial grant. Miantonomi testifies that the Bay that washed its western shores was called Sowams, (Sowhomes). Consumpsit Neck, alias Mount Hope Neck, nine and one-half miles long, was, according to Gov. Winslow, made a permanent Indian reservation. Seekonk, alias Rehoboth, was sold by Massassoit in 1641 to John Brown, Edward Winslow and others, and as we have seen, the territory of Warren was sold in 1673 to the town of Swansea. There remains only the territory which was assigned to the first comers by the Plymouth Court by patent dated March 2, 1640-1, given to William Bradford, his heirs, associates and assigns, and described as follows :

“The third place from Sowamsett River to Patucquett River, with Consumpsit Neck, wch is the chief habitacon of the Indians and reserved for them to dwell upon extending into the land eight miles through the whole breadth thereof, together with such other small parcells of lands as they or any of them are psonally possessed of or interested in by virtue of any former titles or grants whatsoever.”

This territory was called by Capt. Myles Standish “The garden of the Plymouth Patent and the flour of the garden.” Gov. Bradford wrote that “Squanto commends Pokanoket, (including Sowams), for the richest soil and much open ground for English grain,” &c.

In Morton’s “New England Memorial” the writer states that after Massassoit had concluded the terms of the league with the Plymouth settlers in March, 1621, “he returned to his place called Sowams, about forty miles distant from Plymouth.”

A foot note to this statement adds: “Massassoit resided at Sowams or Sowamsett, at the confluence of two rivers in Rehoboth, or Swansea, though occasionally at Mont Haup or Mount Hope, the principal residence of his son, Philip.”

In Hubbard’s History of New England it is stated: “Massassoit

they brought down to the English at Plymouth, though his place was at forty miles distance, called Sowams, his country called Pokanoket."

In Winslow's account of his second journey to Sowams, 1623, he says: "News came to Plymouth, that Massasowat was like to die, and that at the same time there was a Dutch ship driven so high on the shore by stress of weather, right before his dwelling, that till the tides increased, she could not be got off." When he reached Sowams the Dutch ship had gone, and he found Massassoit sick.

A note in Belknap's *Am. Biog.*, Vol. 11, p. 221, referring to the name "Puckanokick," states that this was a general name for the northern shore of Narragansett Bay, between Providence and Taunton, comprehending the present territory of Bristol, Warren, and Barrington, R. I., and Swansea in Massachusetts. Its northern extent is unknown. "The principal seats of Massassoit were at Sowams and Kickemuit. The former, Sowams, is a neck of land formed by the confluence of the Barrington and Palmer's Rivers. The latter, Kickemuit, is Mount Hope."

In Winthrop's Journal, page 72, it appears that the Governor received letters from Plymouth, "signifying that there had been a broil between their men at Sowamset and the Narragansett Indians, who set upon the English house there to have taken Ousamequin, the sagamore of Packanocott, who was fled thither to relieve the three English which were in the house, had sent home with all haste for more men and other provisions, upon intelligence that Canonicus with a great army, was coming against them."

"Powder was wanted and Winthrop sent twenty seven pounds; the messenger returned with a letter from the Governor (of Plymouth) that the Indians were retired from Sowams to fight with the Pequins (Pequots), which was probable."

Under date of May 1, 1632, we find the following in the same journal: Winthrop and assistants in session at Boston: "While they were thus sitting together, an Indian brings a letter from Captain Standish, then at Sowams, to the effect that the Dutchmen (which lay for loading at Anygansett or Narragansett) had lately informed him that many Pequins who were professed enemies to the Anygansetts, had been

there divers days and had advised us to be watchful, etc., giving other reasons, etc."

Thomas Dudley, Deputy, made complaint against Governor Winthrop as follows, in 1623; asking, "By what authority he lent twenty eight pounds of powder to those at Plimouth, the Governor answered, it was his own powder, and upon their urgent request, their own powder proving naught when they were to send to the rest of their men at Sowamsett."

The above references establish these facts: That Sowams was on or near Narragansett Bay; that it was the residence of Massassoit, the great chief of the Wampanoags; that there was a trading post at Sowams where the Dutch supplied the Indians with the commerce of the earlier times; that Governor Winthrop sent aid to Massassoit and that Standish also visited Sowams with military aid to the Indians there against the Narragansetts. That the words Sowams and Pokanoket were sometimes used interchangeably is not strange, as at the period referred to, from 1620 to 1640, the Indian names of places had not been definitely localized by the whites at Plymouth or Boston, as intercourse between them had been very limited. Belknap and Morton, however, or their editors, state that Massassoit resided at Sowams or Sowampsett, "at the confluence of the two rivers in Rehoboth or Swansea," or on a neck of land formed by the confluence of the Barrington and Palmer's Rivers."

These authors locate Sowams on the eastern peninsula of Barrington, known as New Meadow Neck, having a branch of Sowams River on the east.

With the above historic references before us, we are now prepared to examine the records as to what Sowams was and where Massassoit had his residence, as all authorities agree that he lived at Sowams.

In 1641, Mr. John Brown and Mr. Edward Winslow, both of whom had made intimate acquaintance with Massassoit, purchased of the chief a tract of land eight miles square, known to the Indians as Sinkhunck, but named by the whites Rehoboth. Prior to this purchase we find in the Plymouth records (vol. 2, p. 5) under the date of December, 1640, the following entry:

“The third place from Sowamsett River to Patuckquett River, with Consumpsit Neck wch is the cheefe habitacon of the Indians and reserved for them to dwell upon, extending into the land eight miles through the whole breadth thereof was made choice of by the purchasers or old comers according to the order of the court passed March 3, 1639.” The “Sowamsett River” referred to is the river separating Barrington from Warren and the “Patuckquett” is Providence River from Narragansett Bay to the city of Pawtucket. Mr. Brown and his associates at once began the settlement of their purchase of Seekonk which they named Rehoboth, and in 1645 it was voted at a meeting of the townsmen “that a fence shall be made from sea to sea (Sowamsett River to Patuckquett River) between the Indian lands.” This fence was the south line of the Rehoboth purchase.

It is evident from the above record that Sowams was not included in the Seekonk purchase of 1641, as a fence was built along the southern boundary of the town to separate its lands from those of the Indians on the South. As Consumpsit Neck (Bristol Neck) was an Indian reservation and known by that name, it is clear that it was not a part of Sowams. Kickemuit, the Indian village, and the section of the territory along the Kickemuit River are not claimed as within the Sowams limit. It must then be accepted that Sowams was a part of the territory lying between Seekonk on the north, and the Narragansett Bay and Consumpsit or Mount Hope Neck on the south and east. Let us now examine testimony that is clear and positive as to its real location.

In the deed of Massassoit and Philip dated March 20, 1653, the Indians united in a transfer of lands, entitled “Sowams and Parts Adjacent,” to Thomas Prince, Thomas Willett, Miles Standish, Josiah Winslow and their associates for the consideration of thirty-five pounds, and described as follows: “All those several parcells and Necks of upland, Swamps and meadows, Lying and being on the South Syde of Sinkhunck els Rehoboth Bounds and is bounded by a little brook of water called by the Indians Mosskituash westerly and so Ranging by a dead swamp eastward unto the great River with all the Creeks and Brooks that are in or upon any of the said meadows, as also all the

marsh meadows lying and Being without the Bounds before mentioned, in or about the neck called by the Indians Chachacust. Also all the meadows lyeing and being in or about Popasquash Neck, as also all the meadows Lyeing from Kickomuet on both sides or any way joyning to it on the bay on each side." This was the Sowams Purchase.

To understand the limits of this territory called Sowams, it may be stated that "Mosskituash" was the name of the brook near Riverside in East Providence, that flows into Bullock's Cove; "the dead swamp" was the woodland east and north of the old Willett estate, in ancient Wannamoisett; "the great river" (Sowams) with both branches was Palmers and Barrington Rivers, uniting at the south end of New Meadow Neck; Chachacust was New Meadow Neck; Popasquash was the name of the neck of land in Bristol, west of Bristol Harbor. The Indian deed is vital testimony in that it fixes Sowams as the territory on the south side of Seekonk and between the Sowamsett or Great River on the east and Patuckquett River on the west.

"The parts adjacent," which are not bounded, are the salt and fresh meadows on Popasquash Neck and on both sides of the Kickemuit River. It was not until after King Philip's War that the whites attempted to occupy or come into the ownership of the Indian possessions at Mount Hope. In this deed, reference is made to "the neck called by the Indians Chachacust," which was deeded conditionally to the whites, as it is stated "that whensoever the Indians shall remove from the Neck, that then and thenceforth the aforesaid Thomas Prince and others shall enter upon the same by the same graunt, as their proper rights and interest to them and their haiers forever." In other words, New Meadow Neck or Chachacust was then the residence of a portion of the tribe.

In 1653, the year of the purchase of Sowams by Willett, Prince and others, the town of Rehoboth agreed to build "a sufficient fence to keep horses and cattle from Ranging into the Neck of land called the New Meadow Neck and maintaine the same." With the Indian settlement on New Meadow Neck, it was very important for the peace of both whites and Indians that a sufficient fence should stand between their lands.

Another piece of evidence fits the case at this point. Rehoboth wanted certain salt meadows in the upper part of Barrington River and applied to Plymouth Court for the same. The Court voted Dec. 7, 1647:

"Whereas the inhabitants of Rehoboth desire liberty to make use of a quantity of marsh land lying on the west side of Sowames River wh they called New Meadows, containing about one hundred accars untell there should bee a plantation at Sowames, leave was granted unto them so to make use of it, but no further ppriety to belong unto them, but untell a plantation should be settled at Sowams and for the avoyding of all differences or contentions amongst them about the same, it is left unto the discretion of Mr. Browne for him to dispose of amongst them, as hee should see them stand in need."

"And for such pieces of marsh lying within the fence upon the necke of the land wh the Indians possessed of and doe inhabite, which does not belong to the township of Rehoboth, Mr. Brown is allowed to make use of the same for himself, without molestation from the inhabitants at Sowames, and then to require no further ppriety therein."

This record is in the handwriting of Nathaniel Morton, Secretary of Plymouth Colony, who in 1668 tells us that the residence of Massasoit was at Sowams, at the confluence of two rivers in Rehoboth or Swansea. The liberty given Mr. Brown to use marsh lands lying within the fence upon the neck, can by no interpretation be made to apply to any other section of Sowams than New Meadow Neck, where an Indian village then stood, as it is distinctly stated, "which the Indians are possessed of and do inhabite, which doth not belong to the township of Rehoboth." This record also declares that Mr. Brown could use these lands only until a plantation was made at Sowams of which these lands were a part.

Rev. John Callender in his Historical Discourse adds his testimony as to Sowams. An ecclesiastical synod at Boston tried John Clarke and his associates for heresy. Mr. Callender says, "Whereupon, many of the other side determined to remove, for peace sake, and to enjoy the freedom of their consciences. And Mr. John Clarke who made the proposal, was requested with some others, to seek out a place, and

thereupon by reason of the suffocating heat of the summer before, he went North, to be somewhat cooler, but the winter following proving as cold, they were forced in the spring to make towards the South. So having sought the Lord for their directions they agreed, that while their vessel was passing about a large and dangerous Cape, (Cape Cod), they would cross over by land, having Long Island and Deleware Bay in their eye for the place of residence. At Providence, Mr. R. Williams lovingly entertained them, and being consulted about their design, readily presented two places before them in the Narragansett Bay, the one on the mainland called So-wames (the Neck since called Phebe's Neck in Barrington) and Aquetneck now Rhode Island. (Mr. John Clarke's Narrative). And inasmuch as they were determined to go out of every other jurisdiction, Mr. Williams and Mr. Clarke attended with two other persons, went to Plymouth to inquire how the case stood; they were lovingly received and answered that Sowames was the garden of their Patent. But they were advised to settle at Aquetneck, and promised to be looked upon as free and to be treated and assisted as loving neighbors."

Next to the title deed from the Indians, establishing Barrington as the Sowams of Massassoit, the most important testimony is this of the greatest white neighbor of the great chief, his most estimable friend, Roger Williams. In 1636 Mr. Williams had made the friendship of Massassoit and was his guest at Sowams for several days on his way from Plymouth to Seekonk. Learning that these lands were probably in Massachusetts Bay Colony, Mr. Williams crossed the Seekonk River and settled in Providence. In 1637, his friend, John Clarke, having been requested to leave Boston by ecclesiastical authority, came to Providence to consult as to his future with his friend, Williams, banished from Salem. Clarke talked about a good place for settlement, and Williams recommended two places. "The one on the mainland called Sowames (the neck since called Phebe's Neck in Barrington) and Aquetneck, now Rhode Island." Going to Plymouth for permission to settle at Sowams, they were told that "Sowams was the garden of their Patent," and Clarke was advised to settle at Aquidneck, which he did. Callender, who wrote the above statement, was no other than the Rev.

John Callender, whose *Historical Discourse* from which the quotation is taken, is a classic authority in Rhode Island history. He in turn quotes from Mr. John Clarke's *Narrative* as to Mr. Williams's advice in the matter. As Mr. Callender was the assistant minister of the Baptist Church in Swansea, 1728-30, and was practically living on the territory of Sowams, it is impossible that he could be mistaken when he says that Sowams was Phebe's Neck or Barrington, "The Garden of the (Plymouth) Patent." It is unreasonable to believe that Roger Williams, who had been the guest of Massassoit at his village the winter before, could have been mistaken as to the location of Sowams, the residence of his host, that memorable winter, nor can it be possible that John Clarke and Rev. John Callender, who had visited the territory and were well acquainted with its limits, would locate the chief, his home, and his town on the west side of the river at Barrington, when his home was really reached by crossing the river to the site of the town of Warren. It is fortunate that Mr. Clarke wrote his *Century Sermon* in 1739, while Barrington was a separate town, so that there could be no misunderstanding as to the locality. Had he written in 1715, he must have said that Sowams was in Swansea and we should never have known by him on which side of the river the Indian village was located.

After the purchase of Sowams in 1653, the lands were divided and sold to actual settlers and from that date on, we find the lands of Sowams in the hands of permanent white occupants. Mr. Willett and Mr. John Brown took large possessions at Wannamoisett and made their homes there while others settled on the north end of New Meadow Neck. From 1649, when Rev. Mr. Newman began his opposition to the Rehoboth Baptists, till 1663, the year of the arrival of the Rev. John Myles, the people of the Baptist faith were scattered, some going to Newport, some to Boston, and others to Sowams, outside and south of Rehoboth, where the liberal leaders had established their settlement and church.

Under the government and protection of Plymouth Colony as they were, these people must bear their share of the burdens of the colony and the omnipresent tax assessor and collector must visit the new proprietary of Sowams and levy and collect taxes from the permanent settlers in Sowams, on New Meadow and Phebe's Neck, and at Wannamoisett.



THE MYLES GARRISON HOUSE AT SOWAMS AND SWANSEA, NOW BARNEXYSVILLE

The original house includes the first chimney and was built about 1664. It was the fortress for troops in Philip's War, and the residence of Rev. John Myles before that war

As the tax book of Plymouth Colony was an unerring guide as to the presence of wealth and population, we find Sowams was entered as a taxable community in 1652, the Indian contingent excepted. The following records relative to taxation of the people dwelling at Sowams and the rates of several towns, showing the comparative size of the neighborhoods, are of convincing importance:

Plymouth Tax Rates

1652	Sowams rates	£1	10	00
	Rehoboth "	5	1	
	Plymouth "	3	14	
1660	Sowamsett "	2	10	

Oct. 12, 1660. "Captn. Willett is to bee sent unto to put those that have lands att Sowamsett into some way for the leviing and paying of their rates."

1661, June 10th. "The neighborhood of Sowamsett is ordered to pay a rate of fifty shillings for the public charges of the country." "It is ordered by the Court that the ward of Rehoboth shal extend into Sowamsett and unto all the neighbors there inhabiting."

1661	Oct.	Sowams	£	4	1	3
		Rehoboth		8	4	2
		Plymouth		6		
1662	Oct.	Sowams		5	10	0
		Rehoboth		15	3	0
		Plymouth		11	2	
		Bridgewater		0	30	0

June, 1663. "It was ordered that these that sett downe att Sowamsett to be accounted to belong to the town of Rehoboth." Sowamsett alias Barrington lay adjacent to Rehoboth on the south.

1663	Oct.	Sowamsett	£	6	17	0
		Rehoboth		13	17	9
		Plymouth		13	3	6
		Bridgewater		4	2	6

1664	June	Sowamsett	2	5
1664	Sept.	Sowams	3	15

1164 Sept. "It was ordered by the Court that the town of Rehoboth and the neighborhood of Sowamsett, in all levies for publick rates, shalbee considered as one entire township until such time that the said neighborhood shalbee in a capassitie and desire to bee a township of themselves."

1664	Oct.	Sowams	£	3	7	6
		Rehoboth		11	7	3
		Plymouth		8	6	6

In 1665 "It is enacted by the Court that the neighborhood of Sowamsett bee accounted to be within the township of Rehoboth and within that constablerick, and the constable to performe his office within the said neighborhood for the gathering of rates &c. as any other parte of his liberties."

1665-6	March.	Sowams	£	4	2	6.
		Rehoboth		13	17	9
		Plymouth		10	3	6.

It is important to note that the name of Swansea takes the place of Sowams on the tax list in 1668. As Swansea was incorporated in 1667, and its people, mainly occupying the territory west of Palmer's River, were the residents of Sowams, Swansea took the name and burdens of the community bearing the Indian name of Sowams.

In 1667, before Swansea was incorporated, and when Sowams was bearing a tax levy nearly one-half the amount paid by Rehoboth, or of the mother town of Plymouth, the territory now known as Warren was known as Brooks Pasture and was used for the common pasturage of cattle, horses and sheep, in a common herd. The fence on the north side of the Indian lands at Bristol guarded their passage southward and the salt water made the inclosure complete on the other side of the great field, and a secure pasture ground it was without a white inhabitant on the territory, until some time after Philip's War, for Hugh Cole and Mr.

Butterworth had their homes on lands east of the Kickemuit, some of which are still owned by the Cole and Butterworth descendants.

An Indian village could not easily exist in the common pasture of the white settlers, and at the very time that Sowams was paying an annual rate of £10, into the Plymouth Treasury, the territory of Warren was the quiet grazing ground of the settlers' cattle, and remained in the same state of useful service to the people of Swansea until 1720 and later.

In 1658 the Plymouth Court ordered "that a Troop of horse well appointed with furniture, viz.: a saddle and a case of petternells for every horse shall be raised out of the several townships to be ready for service when required," who were freed from foot service. Each troop numbered forty-eight horsemen. Rehoboth was ordered to raise three troops, Taunton two, and Sowams one, showing that Sowams had one-half the financial ability and population of Taunton, and one-third that of Rehoboth.

As to the layout and occupation of Brook's Pasture (now Warren) by white settlers the following items from the Swansea records are conclusive proof that these lands from the Bristol line to Palmer's River and Belcher's Cove were not laid out for settlers until 1720, although the subject was discussed as early as 1679-80.

Under the date of February 25, 1679-80, in Swansea town meeting, it was voted "that ye whole tract of land called Brooks Pasture unto ye old fence by John Wheaton's and what land is yet undivided which was obtained of the countrey by composition shall be divided in a distinct division and a survey up to Swansea two miles be taken which shall bear its part to satisfie Hugh Cole."

It was also voted "that Mr. William Ingraham, Samuel Luther and William Howard shall agree with Hugh Cole to what part he shall have of Brooks Pasture."

At a town meeting held in Swansea, Aug. 6, 1680. "It is ordered that whereas the committe Chosen for ye surveying of Brooks Pasture 25th of February, 1679 (1680) have now brought in their part fit to be 300 acres."

1. "It is now ordered that Convenient highways may be laid out in sd. land. 2. That ye land for house lots be laid out. 3. Hugh Cole Senrs. land be laid out. 4. That ye remainder be laid out to each man according to his proportion as Rankt and that each man draw his lot when put in form, which is to be done with convenient speed by 5 men as a Commitie namely, John Brown, Wm. Ingraham, Hugh Cole, Samuel Luther, Obadiah Brown."

At a meeting of the proprietors, April 1, 1718, "That a vote was passed yt Brooks Pasture and ye island thereby should be laid out."

Still later, in 1719-20, a vote was passed by the proprietors that Brooks Pasture should be laid out, and as late as April 19, 1725, the following record appears: "By virtue of a warrant from one of his Majesty's Justices of the Peace for ye County of Bristol, voted, that the land in Brooks pasture be all laid out in 102 lots according to quantity and quality."

It does not appear by the above records when the first house was built on Brooks Pasture, and Mr. Fessenden states that it cannot be easily ascertained. Certain it is, however, that the lay out of this section was not completed as late as 1720, after a period of twenty years' discussion.

My reasons for the position that Barrington is as a whole or in part ancient Sowams are these:

I. The whole territory occupied by Philip, including what is now Bristol and Warren was known by the Indians and whites as Consumpsit or Mount Hope and Mount Hope Neck and included the land from Kickemuit River on the east to Mount Hope and Narragansett Bays on the south and west, extending north to the present Rehoboth line. All references to persons or events in this territory are referred to as at Consumpsit Neck, Mount Hope, Pokanoket, or Kickemuit; Mount Hope was the chief residence of Philip before and while he was sachem of the Wampanoags, while Sowams was the home of Massassoit. Sowams was therefore without the Mount Hope Lands and between them and Rehoboth.

Miantonomi, Chief of the Narragansetts, in his deed to Randall

Holden, calls the bay in front of Warwick Purchase "Sowames (Sowams Bay)," a most natural thing for him to do, since Barrington territory opposite was known to his tribe as Sowams. The territory of Warwick did not touch the bay, nor could it be seen from the Warwick Purchase, while the lands of Barrington Neck, Sowams, from Rumstick Point to Pomham Rocks were daily seen by his tribe, and the shores and waters of "Sowams Bay" were often the scene of deadly contest between the warriors of Canonicus and Massassoit.

II. Nathaniel Morton, Secretary of Plymouth Colony, writing in 1669 a memorial of New England from 1620, states that the Chief, Massassoit, after his league with the whites, "returned to his place called Sowams, about forty miles from Plymouth." The foot note to the above statement adds, "Massassoit resided at Sowams or Sowampsett, at the confluence of two rivers in Rehoboth or Swansea, though occasionally at Mont Haup or Mount Hope, the principal residence of his son Philip." Barrington and New Meadow Neck are about forty miles from Plymouth by the old Indian trail, and New Meadow Neck or Sowams, the residence of Massassoit, is "at the confluence of the two rivers in Rehoboth or Swansea."

III. The joint deed of Massassoit and Philip to Thomas Prince, Thomas Willett and others, in 1653, was of "Sowams and Parts adjacent."

This deed included the whole of Barrington or Sowams as the main body of the conveyance, with the fresh and salt meadows on the Kickemuit River, at Mount Hope and at Popasquash as "The Parts Adjacent." The Proprietors' Records are styled "Memorial or Booke of Records of ye Severall Divisions and Bounds of ye Lands at Sowames als. Swamsett & Parts Adjacent, purchased of ye great Sachem Osamequin and Wamsetta his eldest Sonne by Certain Gentlemen of ye Ancient Inhabitants of the Colony of New Plymouth in New England."

IV. This book of records in the Town Clerk's office at Barrington, describes in particular the Sowams lands in Barrington, the original owners, and their successors, most of whom were residents of what is now Barrington, East Providence, Seekonk and Rehoboth. The last

meeting of the Proprietors was held at the house of Elkanah Humphrey in Barrington, March 16th, 1797, at which Solomon Townsend was Moderator and General Thomas Allin was Clerk, both residents of Barrington.

These records clearly and conclusively show that the lands styled "Sowams," deeded by Massassoit and Philip in 1653, were held by the proprietary, their successors and assigns, for nearly one hundred and fifty years, when the ownership of unsold lands was transferred to the towns of Barrington, Swansea or Rehoboth as their interests appeared. The meetings were usually called in the name of "The Proprietors of Sowams," although in several instances they are styled "The Proprietors of Phebes Neck."

It is still further an important fact, worthy of notice, that the proprietors of Sowams divided the upland as well as the meadows on the Barrington side of the river and laid the highways throughout the town, which they did not do in the lands at Kickemuit, Mount Hope or Poppasquash. The territory now occupied by the town of Warren, was designated in the Swansea records as "Brooks pasture." The Sowams of Massassoit, the territory sold to Thomas Prince and his associates, was substantially then the whole town of Barrington, although parts of the section were known by the Indian names of Nayatt, Chachapacassett, Chachacust, Wannamoisett, and Phebe's Neck.

V. Mr. Fessenden refers to a map of New England in Davis's edition (1826) of Morton's Memorial as indicating that Sowams was Warren. This map is a copy of one of the first maps made in New England (1677), and is a cartographic curiosity. It locates Mount Hope nearly opposite Providence with a river east of "Seacuncck" and Mount Hope, with two branches. The crown referred to, as denoting the residence of the chief sachem and the location of the capital, is marked between the two rivers. If this map is of any value at all in locating Sowams, it stands in favor of New Meadow Neck, which lies between the branches of the Sowams River. An exact copy of the map as related to this section of New England may be seen on one of the illustrated pages.



Copy of a part of an ancient map of New England, Norton's Memorial, 1677. The crown, indicating the royal seat of Massasoit, the Sachem of the Wampanoags, is drawn between the two branches of the Sowams River



This map is a copy of a part of the map made to show the boundary line fixed by the commission in 1712. Ancient Swansea of 1697 included the territory from Sowams or Narragansett Bay and Providence River to the line 1, 2, 4, and extended east to Taunton River. Sowams included the territory between Sowams or Narragansett Bay and the line 1, 2 on the north, and Palmer's River or Swansea River on the east.

VI. The story of the Northmen in New England as told by Mr. Joshua Tolmin Smith is one of the most valuable contributions as to the location of Sowams. His opinion that the Northmen discovered Narragansett Bay, named Mount Hope, and visited the lands along Narragansett Bay and Providence River is well sustained by his argument and story. The map accompanying the book and illustrating the voyage locates the peninsula of Barrington, across which in large letters the word Sowams is printed. Mr. Smith states that this map is printed from an accurate London map of this section of New England. Reference is made to the map.

VII. In 1720, the General Assembly of Rhode Island ordered an authentic map to be made of the Colony, and appointed Mr. John Mumford, of Newport, to survey and make an accurate map of all the towns in the Colony. The map was made and by vote of the General Assembly was accepted and adopted as the official Colonial Map. A photograph of a part of the map on another page will show that Sowamsett alias Pokanoket, is located on Barrington territory, the name being found between Nayatt and Chachapacassett Points. This map was made seventy-three years after Massassoit sold Sowams to Governor Bradford and others, and forty-five after Philip's War. The men then living knew where Sowams was located by the ancient proprietors.

VIII. John Clarke, in his narrative of his journey to Providence and subsequent settlement at Newport, writes that Roger Williams recommended two places for his future home, "the one on the main called Sowames (the neck since called Phebe's Neck in Barrington) and Aqueineck, now Rhode Island." Roger Williams certainly knew where Sowams was for he had been entertained by Massassoit, and the Rev. John Callender, the historian, and at one time minister of Swansea, confirms, if confirmation is needed, the location of Sowams, the home of Massassoit.

IX. Rev. Jeremy Belknap, of Boston, the founder of the Massachusetts Historical Society, and one of the most learned and accurate scholars of the history of the last century, in an article on Pokanoket, says, "The principal seats of Massassoit were at Sowams and Kicke-

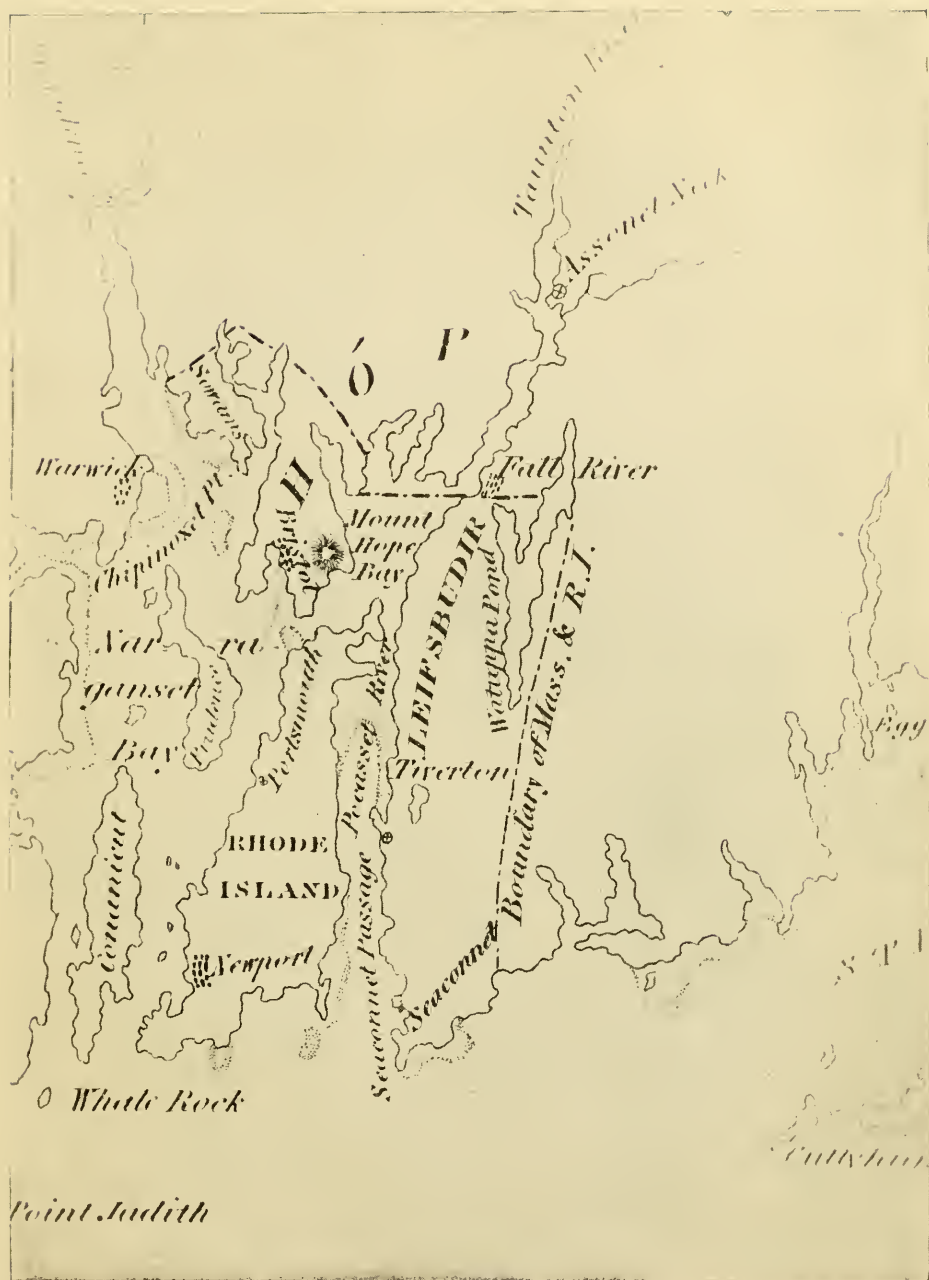
muit. The former (Sowams) is a neck of land formed by the confluence of the Barrington (Sowams) and Palmer's Rivers. The latter, Kicke-muit, is Mount Hope." Belknap's Am. Biog., vol. 11, p. 221.

X. By the deed of Massasoit, in 1653, it appears that the Indians were then dwelling on New Meadow Neck, for it states that "whosoever the Indians shall remove from the Neck (called Chachacust or New Meadow Neck) that then and from thenceforth the aforesaid Thomas Prince etc. shall enter upon the same," etc.

XI. The river which bounds and divides the territory was the Sowams River with its two branches. This is now the Warren River, but was known to the settlers as the Sowams, and is often mentioned in the deeds and records. With Barrington as Sowams, it would be the most natural thing to call its principal river and branches by the Indian name of the section where the chief resided.

XII. The first white settlement was made near Myles Bridge, on the New Meadow Neck, by people excluded from Rehoboth on account of religious opinions. Settlements were also made at Wannamoisett by John Brown and Thomas Willett. To the Plymouth Government these settlements were known as Sowams and taxed under that name. Mr. Brown and Captain Willett, who lived at Wannamoisett, were members of the Plymouth Government, had the best possible knowledge of the whole country, they must have ordered the name of Sowams to be applied to the territory. As we have seen, as early as 1652, Sowams was assessed £1, 10s. in the Colonial tax, where there was not a white resident on the territory now known as Warren, except Hugh Cole and Mr. Butterworth, east of the Kickemuit River, where Mr. Myles' Church was afterwards built, and north of the Indian village on the south end of the Neck. Had Warren been the original Sowams, there would not have been a white settler to have laid claim to the name or preserve it. Mr. Willett and Mr. Brown, Mr. Allin, and others, were the largest proprietors of Sowams, and must have known its true location and bounds, and used the name in local affairs, until Swansea was incorporated.

XIII. As early as 1623, a trading post was erected in the Pokanoket country by the Plymouth settlers, at Sowams, in the vicinity of the



SOWAMS, ALIAS BARRINGTON

From part of map of Vinland showing occupation of Northmen in New England. Copied from a London map, 1842. By Joshua Tolmin Smith. F. R. S. No. Antiq.

largest Indian village, as it was established to carry on barter with the Indians. In Miller's history of "The Wampanoag Indians," it is stated that the trading post was supposed to have been located on the Barrington side of the Sowams River, on the land known as "Phebe's Neck." This trading post or house, as it is called at Sowamsett, as related in Winthrop's Journal, was the place to which Myles Standish and his men came in 1632. Massassoit had fled to the post for protection from a threatened attack of the Narragansetts, who could easily make raid on the Indians at Sowams, by a water approach in canoes across the bay from Warwick or by land from the upper end of the river at Providence. Governor Winthrop sent twenty-seven pounds of gun-powder to Standish, but a messenger soon brought news from Standish that the Indians had returned from Sowams to engage in a contest with the Pequots, or called "Pequins" in the account. Standish writes from Sowams to Governor Winthrop that Dutch vessels lay for trading with the Narragansetts and the men had communicated this important news as to the Indians on the other side of the bay. Winslow in his letter relative to his second journey (1623) to Sowams to visit Massassoit, tells of a Dutch trading vessel that had grounded in front of the chief's residence, but had sailed away before he had reached the place. As the water of both branches of the Barrington River is deep enough for vessels of large size for nearly a mile above Warren, it is clear that the Dutch coasters or trading vessels could have navigated the channel of these streams, and it is quite reasonable that they might be stranded at low tide at almost any point between the mouth of the river at Rumstick and the heads of the two branches at Barneysville or Hundred Acre Cove. According to Tustin, the lower end of New Meadow Neck was at that time the most central point in the town (Swansea) and was then called the "Place of Trade."

XIV. The Indian trail from Plymouth to Sowams was through Namasket or Middleboro, Titicut or Taunton, across the fording place of the Taunton River at the Weirs, thence southerly and westerly across Shawomet, Mattapoysett and Touisset Necks. This trail would cross the three rivers, Lee's, Cole's and Kickemuit, at fordable passages, and lead

directly to Myles bridge or the fording place that was used in crossing to Sowams. A map showing the old roads of Swansea, established in the main on the lines of the Indian trails, will convince one of the correctness of this view.

XV. The Rhode Island Historical Society caused a tablet to be erected on New Meadow Neck, at the railroad station, in honor of John Hampden, who made the visit to Massassoit with Edward Winslow in 1623, and at the request of the Historical Society the name of the railroad station was changed from NEW MEADOW NECK to HAMPDEN MEADOWS. This is high authority in favor of the position that Massassoit had his residence on New Meadow Neck, where these distinguished visitors made their memorable visit in 1623, as described in a previous chapter. The inscription on the tablet will be found on another page.

The chapter would not be complete without a reference to the spring in Warren called Massassoit's Spring. There are many springs in the towns of Warren, Bristol, and Barrington, from all of which probably Massassoit and his tribe drank. The Sowams Records refer to two springs in Barrington, Scamscammuck, and Tom's Springs, and to the great spring at Kickemuit, but no reference is made to any others. The theory as to Massassoit's Spring in Warren is founded only on tradition a century old and there is no probability that the Indians ever had a village on the site of Warren. Massassoit probably drank from all these springs, but if we are to attach the name of the illustrious chief to all the springs from which he drank in his travels over his kingdom, the monuments to his memory in Bristol County will be legion, as the earth fountains are very numerous.

XVI. At the close of Philip's War, the Indian lands at Pokanoket were deserted and the whites took measures to possess them. The Sowams proprietors, under date of Dec. 28, 1676, voted, "That for the lands at Popanomscutt, and parts adjacent, left & deserted by the Indians, now in disspute between the Proprietors and the publique wheather owners or Conquered Lands the Proprietors doe (forthwith all as one man) take Effectual Course for the defence and clearing our Interest in

the lands aforesaid in order where unto it is mutually Agreed and fully Concluded by us the proprietors in manner following viz.

“That Some meet person or persons be forthwith Chosen to prosecute the business for the defence of our Interest as Aforesaid.”

This record shows that the Indians were dwelling on the Sowams Purchase until the opening of Philip's War, when their desertion of them forfeited the lands to the white settlers.

CHAPTER V

THE NEW ENGLAND
PROPRIETARY

The New England Proprietary

THE Proprietary is the oldest form of corporate life, originating in New England. It existed for the purpose of holding, managing, selling and conveying lands and land estates. When our ancestors first came to America, it was usual in some of the New England Colonies for the General Courts to grant and set apart a tract of land to a number of persons as grantees in fee to hold as tenants in common. The persons holding and controlling these lands were called proprietors and the territorial possession with its control was called a Proprietary. A great proportion of the lands of Plymouth and Massachusetts Bay Colonies was originally allotted to proprietors in township grants. Much larger tracts in Massachusetts under land patents from the Crown, from the Council at Plymouth in England, from the General Courts of the Colonies of Plymouth and Massachusetts Bay, and from the Indians, were claimed by proprietors.

The Kennebec (Maine) proprietors claimed about three million acres; the Pejepscot proprietors about as many more; the Pemaquid proprietors about ninety thousand acres; and upon settlement of rights and boundaries with the Colonies, these proprietors retained and held nearly one-half of what they thus claimed and held. Of the proprietaries of Plymouth and Rhode Island Colonies most of the lands were obtained by direct purchase of the sachems or others of the Indian tribes. The title deeds were signed by the sachems or others having authority, with a consideration named therein as a regular real estate transaction of sale and purchase, recognized and confirmed by the Colonial Courts. Governor Edward Winslow, of Plymouth, under date of May 1, 1676, states that prior to King Philip's War, the English did not possess one foot of land in that Colony, but what was fairly obtained by honest purchase, from the Indian owners, with the knowledge and allowance of the Plymouth Court. The title to the Providence Purchase originated in a

deed of "all the lands and meadows on the two fresh rivers, the Mos-hassuck and the Woonasquatucket," given to Roger Williams by Canonicus and Miantonomi, uncle and nephew, sachems of the Narragansetts. Between 1636 and 1638, Roger Williams, by a deed which has been lost conveyed his title thus acquired to twelve associates who became joint tenants, giving "equal right and power of enjoying and disposing of the same grounds and lands" to his friends, the said associates, "and such others as the major of us shall admit into the same fellowship of vote with us." This was the beginning of the Proprietary of the Providence Plantations Purchase, whose very title contemplates that it was to be shared with those who might settle in the town, and who from that time forward always acted as an incorporated body, disposing of their lands by the major vote of the joint tenants or proprietors. All the land titles in the Providence Purchase rest on this foundation supported by the Charter of Charles the II, and the Act of 1682.

During the Colonial government of Pennsylvania, William Penn in his own person was the proprietary. The domain which Penn and his family had in the state was diverted, by the Act of June 28, 1779, from the family and vested in the Colony, for the sum of which the latter paid to them one hundred and thirty thousand pounds sterling.

In nearly all of the old New England towns, there was a body of land proprietors, distinguished from those inhabitants who had interests in the grants and purchases referred to. The latter class was so small in numbers, that a town and proprietors' meeting would be composed of nearly the same persons. Hence it was the town and proprietors' records were liable to be confounded; the same clerk acting for both bodies and keeping the records of both bodies in one book with no distinctive separation of the transactions of the town and the proprietary. It was early found that the proprietors, in many cases, were too numerous and dispersed to manage their lands as individuals; since without incorporation, they could never, as a body, legally act even by majorities, so as to bind their dissenting associates; nor make a lease or sale of their lands, without the concurrence of every proprietor in the execution of the deed. Accordingly, in the old digests of all the New England Colo-

nies, acts are found prescribing the mode in which their meetings shall be called, and empowering them to choose officers,—pass orders relative to the management, division and disposal of their common lands,—and in some of the Colonies to assess and collect taxes from their members; in short, communicating to them all the incidents of a corporation aggregate, without giving them that name.

In Rhode Island, where as in the case of the Providence Purchase, a voluntary compact only existed, the proprietors assembled, passed votes and orders relative to their common property in the same manner as though incorporated; admitted members into the proprietary, by mere vote, upon payment of a certain sum towards the common stock; and in the same simple way, from time to time, dividing their lands among those entitled, according to their claims. The titles thus conveyed had and still have, the same validity as though proceeding from a legally incorporated body, and have not been seriously questioned before any court of law or equity. A similar course was taken in the Colony of New Plymouth while under the famous compact.

As the proprietors sold and set off their lands in severalty, they remained joint owners only of the residue, until at last, in some of the towns of the Colonies there is a small portion only of such lands left, and in most of them, none at all. In some of the states the proprietaries have become obsolete, their lands having been all sold or divided or by reason of adverse possession having passed out of the hands of the ancient ownership. In some states the proprietaries remain in the exercise of their powers, but their main value at the present time is as an historic link with the early business enterprises of our ancestors, and as a type of business honesty and fidelity which made these crude land titles as binding and legitimate as the formal legal conveyancing of modern days.

We have seen that the proprietary was a voluntary association of persons for the purpose of securing, holding and conveying lands, which were obtained by direct purchase of the Indians, or by grant of the Colonial Court or by both methods.

The meetings of the proprietors were called by warrant or order,

issued at the request of some or a specified number of the proprietors, or of some specified officers, by a magistrate as a justice of the peace; the warrant being required to set forth the time and place and occasion of the meeting. When met, the proprietors were empowered to choose a clerk, surveyors, and other officers, who, in some of the Colonies, were required to be sworn. They could not legally act upon the business of the proprietary, unless at a meeting warned according to the statute enabling them to meet in a corporate character. All acts of the proprietary, passed by the majority of the persons present, within the limits of a quorum, were legal and binding on the corporation.

In a suit brought by the proprietors themselves they were required to prove the warrant of the justice calling a meeting only *twenty* years before, for the purpose of reorganizing the proprietary; but not to prove a warrant for calling a first meeting held *seventy* years before. After the lapse of forty years and long exercise of corporate rights, a regular warrant calling the first meeting may well be presumed and the rights derived from and held under the acts of the proprietors cannot be controverted.

Copies of ancient proprietary grants are admissible in evidence, without proof that the meetings at which they were made were legally assembled. If the records of a proprietors' meeting state that it was legally warned and held, this has been deemed *prima facie* evidence of the fact, and that the articles of business acted upon at such meeting was inserted in the warrant. The records and certificates of the records of proprietors, with regard to the partition and transfer of their common lands, must be, and are continually received as evidence. Where the affairs of the proprietaries and the towns were not kept separate, as was often the case, a proprietary grant, voted by the town and attested by a proprietary clerk, and also very ancient grants voted by the proprietors in their own name, and even in the name of the town, have been admitted in evidence.

A book of proprietors' records, which had been in the possession of the grandfather of the witness who produced it, and for thirty years in the hands of the grandfather's executors, from whom it came to the

witness, was admitted in evidence, there being no evidence that the proprietary was still in existence with a clerk to keep their records, and no place appointed by law for the deposit of them. If a record in a proprietors' book be a distinct record of a vote at a regular meeting, granting to one of their number a parcel of the common land to be held in severalty and locating and describing it definitely, the plain import of such a vote cannot be controverted by parcel evidence.

In some of the earlier colonial statutes, the provisions enabling the proprietors to act in a corporate character in relation to their common lands, are very general. One of them after reciting in the preamble, "that no order hath bine yett made for their orderly meeting together to devide the said lands, or to make orders for the settlement of the same," empowers them "to come together at the same certain time and place to transact such matters as may concern them, and what shall be lawfully acted att such meetings by the proprietors, or the major pte of them, shall be vallid and binding."

The Plymouth statute expressly, and the rest by natural implication, recognize those acts of the proprietors only to be valid which are lawfully done. It should be recollected, however, that some of the statutes were undoubtedly passed in reference to, and with a view to legalize, the doings of proprietors already in the practice of assembling and acting as if incorporated, in the management and disposition of their common lands; the proprietors or settlers having in Plymouth and Rhode Island at least, without legal warrant, under voluntary compacts, and from the very necessity of their condition, assumed the power of self-government, and of disposing of their land, in the same manner as they transacted their other common business, by vote, as if in the exercise of sovereign power. In the other colonies, as we have before noticed, from the fact that the same individuals composed both the inhabitants of the towns and the members of the propriety, the doings of these bodies were frequently confounded, and at all events, it was natural that the mode of transacting their town business, which was by vote, should be adopted in those simple times with regard to the disposition of their lands.

Without a doubt, a proprietary conveyance by vote alone, definitely

describing the lot sold or set off, is sufficient. A common mode of partition was for the proprietors to vote that there should be a new division of the common lands, so many acres to each full right, and in the same proportion to each part right; to be taken up after a specified time. Each proprietor was thereupon entitled to call upon the surveyor to make for him a survey of so much of the common land selected at the pleasure of the proprietors, to which the vote of partition applied, as his right entitled him to; the survey was then, to avoid all collision, taken to a standing committee of proprietors for allowance, and if by them allowed, was by the clerk recorded, and thus the title in severalty became complete. Another mode was for a committee appointed for the purpose, to bound out the tract intended to be divided, and to divide the same into as many equal parcels, having regard both to quantity and quality as there were proprietors, and to return a plat of the same to the proprietors, on which each lot was marked out and numbered. At their meeting, the proprietors, after considering the plat and accepting it, if there was no objection to it sustainable, would vote that they proceed to draw for the lots thus marked and numbered. The draft was then made, and the number drawn by each was recorded, and the name of each proprietor written on the plat, which answered to the number he had drawn, and this finished the operation.

The practice of making partition of their lands amongst the proprietors, by a vote merely, prevailed in all the proprietries; an immense amount of property eventually depended upon the validity of these proceedings, and they have always been sustained by the courts of every one of the New England States. After the proprietors have made a division of certain lots by drafts, they cannot rescind such a partition and vote thus set off to persons claiming the different rights in lieu of their drafts.

Proprietors may arrange themselves in classes, and divide their lands by lot, an equal parcel to each class, to be held by the individuals of that class in common, to the exclusion of the rest; and if preparatory to a partition they appoint a committee to survey a tract of land, and lay it out in lots, so they may either assent to the doings of such a committee, or make partition without regard to them; so that if a part

only of the committee act, and the proprietors ratify their acts, and make partitions accordingly, the proceedings are valid.

The power of the propriety, to make partition of the common lands amongst the proprietors, does not exclude the right of the proprietors, as tenants in common, to have partition by process of law against their associates; but the proprietors are under no obligation to suspend their proceedings in dividing their lands, to enable one of their number to obtain partition by process of law; and notwithstanding the pendency of such a suit, their voluntary partition will be valid and binding, provided the suit does not go to judgment.

It was no uncommon thing for proprietors to set apart by vote a lot or tract of land for public or pious uses, as for a trading-field, a public square or common, for public building or a meeting house. Where the land is thus dedicated for a public square or common, and individuals purchase lots bordering thereon, under an expectation, excited by the proprietors, that it shall so remain, the proprietors cannot resume the land thus dedicated, and appropriate it to another use; nor can the town reclaim land thus set apart and used by the public for a number of years, or convey a right to the exclusive possession of any part of it. The public in such a case, have only an easement in the land, and any proprietor of the undivided lands in the town, may, it seems, maintain ejectment against one who is in the exclusive possession of land thus set apart. But where the proprietors of a town, having set apart a piece of land as a common for public uses, made a division of lands consisting of one-acre lots about the common, which were distributed to the proprietors, one to each right; it was held that a purchaser of one of these lots had no right to the fee of the common in front of it, and could not maintain trespass against anyone who erected a building thereon near his lot.

The proprietors of a township appropriated land for a meeting-house, which was subsequently built thereon; the town was afterwards incorporated, and assumed the charge of all parochial matters, and the land around the meeting-house was called "the common, &c.," and was always open, was intersected by roads and used for the site of horse-

sheds, and for all the ordinary purposes incident to a place of worship, and also for a training field, and the first parish in the town, as the successor of the town in its parochial character, and in actual possession, maintained trespass against a mere stranger for ploughing up a portion of the land thus appropriated, though after the appropriation the proprietors had voted to sell a part of it, and had exercised other acts of ownership over other portions of it.

There was never a question but that the proprietors were authorized to sell portions of their common lands, as a corporation, to one not a member of the proprietary, and *a fortiori* to one who was, for the purpose of defraying their incidental expenses, and bringing forward, settling and improving their own lands. In some of the proprieties it was usual, when a half or a quarter-right-man, as he was called, in distinction from a proprietor entitled to a full right, had, in a division by drafts, drawn a particular lot, to a part of which only he was entitled according to right, to give him a right of Preemption to the remainder of the lot, the proceeds of the sale going to the common stock. Neither can there be any doubt but that a deed, signed and acknowledged on behalf of the corporation, by the clerk or other agent duly authorized by vote, with the corporate seal attached, would be a competent and very proper mode of conveying lands, on the part of the propriety in case of a sale, and, in modern times, this mode is frequently if not usually adopted. A vote of proprietors, authorizing a committee to sell the common lands, empowers them also to make deeds in the name of the propriety; and in executing such deeds, one seal is sufficient, though the committee may consist of several persons. But where the proprietors authorize their clerk, as clerk, to make a deed of a piece of their land to an individual in their name, it was decided that the grantee took no title.

It was long a question, whether proprietors could sell their common lands, merely for the purpose of turning them into money. It being found, however, that the practice had been general, and that large estates were held under such sales, the courts affirmed this practical construction of the statutes, enabling proprietors "to manage, divide, and dispose

of their lands in such way and manner as hath been or shall be concluded and agreed on by the major part of the interested;" and decided in favor of such sales.

A much more serious doubt once entertained was, whether proprieties could by mere vote, without deed or even location, convey their lands to one not a member of the propriety; and it was remarked by an American writer on Land Titles, in the beginning of this century, that such a grant "of any part of them by a voice of the majority, to the disinheritance of the proprietor of such part, or a grant by the vote of all the proprietors to convey the whole, without deeds in legal form, cannot, from any precedent yet established, be justified." There were, however, some instances previous to that time, where without objection and solemn argument, the Supreme Court of Massachusetts allowed such votes of lands to strangers to have the same effect against co-tenants, as deeds of bargain and sale from one individual to another would have had. When, however, the question came directly before the courts for decision, so many and so large estates were found to depend upon the validity of this mode of conveyance, and so long had been the period during which it had been used, that the use was regarded as a practical construction of that portion of the statutes which empowers proprietors to manage and "dispose of their lands in such a way and manner as shall be agreed by the part," etc.; and such conveyances were held good.

The form of proprietary votes intended to operate as grants, and the ceremonies attending them in order to their completeness, vary in the different proprieties; each, as we have seen, by the construction put upon the enabling acts, being entitled to adopt its own mode of disposing of its common lands. In some it was by mere vote; in others by a vote, followed up by a location and survey allowed by a committee, and recorded upon such allowance by the clerk. In the Great Kennebec Purchase, the mode of conveyance is for the proprietors "to vote, grant, and assign," the land specified in the vote to A. B., &c.; whereupon the clerk gives the purchaser an instrument in the nature of a certificate of the vote, and in some degree resembling a deed; being under the seal of the corporation,

signed by the clerk, and by him acknowledged before a justice of the peace.

The most liberal construction has always been given to ancient proprietary grants, in order to carry into effect the intent of the parties; the courts taking into view the customs, usages, and probably the want of legal learning amongst the early settlers.

Technical rules of conveyancing are not strictly applied to votes and grants of this character; and estates in fee-simple have passed without any words of limitation in the vote, because it was apparent that the corporation meant to part with all their interest in the granted premises. A vote, merely authorizing the clerk to convey, is not, however, a conveyance by vote, but in order to be effectual, must be followed up by a proper deed. Where proprietors voted, that "the income" of a piece of their land should be devoted to the support of a school in the town where it lay, the land to be leased from time to time by the selectmen of the town; this was considered to be a grant, so that the proprietors could not rescind it. A vote granting merely "the herbage or feeding of land" does not pass the soil, so that the grantee can maintain a writ of entry against the grantor, or those claiming under a subsequent grant of the soil. Nor does a vote, "that a hundred acres of the poorest land, &c., be left common for the use of the town for building-stones," convey the land to the town, but merely the particular use named, for the benefit of the present and future inhabitants of the town exclusively, in all modes, and for all purposes for which, in the progress of time and the arts, the material named in the vote might become useful. And where proprietors voted, that "at the request of A. B. is granted to the request of C. D. half an acre in the ten acre division," and it appeared from the proprietors' book of locations, that no location had been made to A. B., and he was aided by no occupancy or possession, the court considered that he could take no benefit from this vote, without proof that he derived some title from C. D.

Proprietors have usually, by express enactment, power to raise money by tax, to be assessed to their several rights, in due proportion, for the purpose of bringing forward and settling their lands, and to defray the

incidental expenses of the propriety, and when such assessments were not paid after certain periods, and certain notices had been given, and advertisements published, directed by the act, a committee, or the collector of the tax, were empowered from time to time, to sell at public auction so much of the delinquent proprietor's right or share in the common lands, as would be sufficient to pay the tax, &c.

Where, as is, we believe, universally the case, it is necessary that the warrant calling the meeting should state the purposes for which it is convened, a vote to raise a certain sum, under an article in the warrant, to raise money for certain purposes, does not exhaust the efficacy of the article, but further sums may be lawfully raised at adjournments of the same meeting, until the objects of the proprietors are effected.

A vote of proprietors, "that the collector be empowered to give deeds of lands sold for taxes," can, of course, go no further than to sell the land of the delinquent proprietors in the mode provided by law. A collector's deed, in case of sale for taxes, however it may be worded, is not even *prima facie* evidence of legal sale; but the delinquency of the proprietor, and that the collector has pursued the authority to sell given in the statutes, must be independently proved.

Proprietors of common and undivided lands, when duly organized, became a corporation, and held their lands as propriety; so that in the assertion of their proprietary rights, the proceedings must be conducted in that corporate name by which they are known and called in their own records. The members of the propriety are, however, as between themselves, tenants in common, as we have seen, entitled to partition by legal process. Each proprietor may sell and convey the whole, or any portion of his interest or right in the common or undivided lands; and his grantees become both tenants in common with the other proprietors, and members of the corporation. On the death of a proprietor, his heirs or devisees acquire the same rights.

For further legal knowledge of the subject of proprietaries, reference is made to The American Digests, Century Edition, Vol. 10. St.

Paul, West Publishing Co., 1899, under the title Common Lands, p. 827, et seq.

Analysis

- I. Nature, Creation and Existence of Commons.
- II. Proprietors.
- III. Title to Lands.
- IV. Control, Management and Use.
- V. Allotment or Partition.
- VI. Sales and Conveyances.

Indian Names and Localities

ANNAWOMSCUTT: The name of the brook flowing into the Cove, about fifty rods N. W. of the Railroad Station at West Barrington; also of lands adjoining on the east and south; meaning, at the shell rock or rock of shells; as great quantities of shell fish were found on the shores of the coves and bay, the reference may be to mounds of shells which abound in this part of the town of Barrington.

CHACHACUST: The Indian name of New Meadow Neck, now Hampden Meadows.

CHACHAPACASSETT: The southern peninsula of Barrington, between Warren River and Narragansett Bay, sometimes known as Rumstick, and also Little Neck; meaning, at or near the great widening.

CONSUMPSIT NECK: The Indian name of Mt. Hope Neck, one of the Indian reservations; in length about nine and one-half miles, extending from Bristol Ferry on the south to the neighborhood of King's Rocks on the north, and lying between Narragansett (or Sowams) Bay and Sowams River on the west, and Mount Hope Bay and Kickemuit River on the east; meaning, at the sharp rock, or where whetstones were gathered.

KICKEMUIT: River, spring, and village on the east side of Mount Hope Neck; meaning, at the great spring.

MASSASSOIT: The sachem of the Wampanoags. His real name was Osamequin. Prince spells his name as "pronounced by the ancient people, Massassoit"; meaning, the great king.

MATTAPOYSETT: The name of the river, rising in Rehoboth and Dighton, flowing south into Mt. Hope Bay; now known as Cole's River, from Hugh Cole, who was one of the early settlers on Touisset Neck; also name of Neck between Cole's and Lee's Rivers.

METACOM or POMETACOM: Son of Massassoit, afterwards called Philip.

MOSSKITUASH: The name of the creek that flows into Bullock's Cove, near and east of Riverside; meaning, a place of reeds and rushes.

MOUSCOCHUCK: A creek, north of Nayatt which flows into the Bay about a half mile above Nayatt Point; meaning, a meadow.

MATTAPOYSETT: The territory north of Mt. Hope Bay between Cole's and Lee's Rivers; deeded to William Brenton, of Newport, Governor, by King Philip, June, 1664; sold to Samuel Gardner and Ralph Chapman, 1693, for £1,700; since called Gardner's Neck.

MOUNT HOPE NECK: Called by the Indians Consumpsit Neck; the peninsula lying between Mt. Hope Bay and the Kickemuit River on the east and Narragansett (or Sowams) Bay and the Sowams River on the west, and extending nine and one-half miles northerly from the south end of the peninsula to Rehoboth. The smaller peninsula of Poppasquash is a part of this Neck.

NARRAGANSETT: Indians, bay, and country. The Narragansett Indians laid claim to and occupied all the territory of Rhode Island, west of the Bay, Providence River and its tributary, the Pawtucket River. They gave their name to the southern portion of the Bay and to the land in the south part of the state, and joining the Bay. Roger Williams bought his lands of Miantonomi, chief sachem of the Narragansetts, as did the Warwick settlers.

NAYATT: The name of the southwest point of Barrington, projecting into Narragansett (or Sowams) Bay, near the Narragansett country; meaning, at the point.

NOCKUM: The name of the hill west of Hundred Acre Cove and at the head of the west branch of the Sowams (now Barrington) River.

PAWTUCKET: The name of Providence River to Pawtucket Falls; meaning, the place of the great falls.

POKANOKET: The western section of the territory occupied by the Wampanoags and bounded on the south and west by Narragansett (Sowams) Bay and Pawtucket River; meaning, cleared land.

POPANOMSCUTT: The name of the western peninsula of Barrington; other name, Peebees or Phebes Neck; meaning, at the shelter rock, or at the roasting rock.

PEEBEES or PHEBES NECK: The Indian name of the western or main neck of Barrington, called also Popanomscutt. Peebee was one of Philip's counselors and was killed at Myles Bridge, in the attack on Swansea, June, 1675.

POMETACOM or METACOM: Indian name of Philip, son of Massasoit.

PRINCES HILL: The name of a hill, near the center of the town of Barrington on the south bank of Barrington River, bearing the name of Governor Thomas Prince, one of the original proprietors; the name of Prince also is associated with the Pond near the hill, and also the cemetery on its summit.

RUMSTICK: Name of the southeastern point of Barrington. Origin of name unknown. Adrian Scott thinks it of Norse origin.

RUNENS RIVER: The upper part of the west branch of the Sowams or Barrington River. It was also known as Bowens or Bowens Bridge River.

SEEKONK: The territory north of Sowams, eight miles square, deeded to John Brown, Edward Winslow and others, by Osamequin in 1641. It included the present towns of East Providence, Seekonk, Rehoboth, and Pawtucket, east of Pawtucket Falls; meaning, on or at the mouth of a river.

SHOWAMET: The Indian name of the territory between Lees River and the Taunton River, called Showamet Neck, now Somerset, Mass. It was sold by Plymouth Colony in 1676 to defray the expenses of Philip's War. For further reference see Totomommucke.

SOWAMS: The Indian name of the whole of Barrington, including also small portions of the towns of East Providence, Seekonk, Rehoboth, and Swansea; meaning, south country, or land on the south.

SOWAMSETT: Same as Sowams.

SOWAMS RIVER: The present Warren River, with its two branches, the Barrington and Palmers Rivers. Its length from the mouth to the head of navigation on each branch is about three miles. Later the east branch was known as Swansea River and the west branch as New Meadow River.

SOWAMS BAY: The name given to that part of Narragansett Bay, between Warwick and Barrington and Bristol, by Miantonomi, chief sachem of the Narragansetts in his deed to Randall Holden and others, 1642.

TOM'S SPRING: A large spring on the south side of Mouscouchuck Creek and west of the brick yards. The Sowams Records name three springs only, Scamscammuck, the largest, Kickemuit, the second in size, and Tom's Spring. Had there been a spring called Massassoit, it would undoubtedly have been mentioned.

SWANSEA: The town founded by Rev. John Myles, John Brown and Thomas Willett and others, in 1667, occupying the Indian Sowams and the upper parts of Mount Hope Neck, Touissett, Mattapoysett and probably Showamett Necks.

SCAMSCAMMUCK: The name of a spring at the upper end of Chachapacassett Neck. This is the largest and most copious spring in Bristol county and one of the largest in the Wampanoag country. It is believed that Massassoit, while at peace with the Narragansetts, had his principal village near this spring; meaning, a red spring. A brook runs from the spring into Warren River.

TOUISSETT: The name of the territory or Neck north of Mt. Hope Bay, between the Kickemuit and Coles Rivers; meaning, at or about the old fields.

WANNAMOISSETT: The name of the section about four square miles in area, on Providence River, extending about three miles north from the end of Bullock's Point; meaning, at the good fishing place.

WAMPANOAGS: The name of the tribe of Indians that occupied the territory bounded on the east and south by the Atlantic Ocean, west by the Seaconnet River, Narragansett (or Sowams) Bay and Pawtucket River, and north by the territory of the Massachusetts tribe, or Massachusetts Bay Colony; the tribe of which Massassoit was chief sachem; meaning, the people of the east land.

WAYPOYSET: The name of the Narrows at the mouth of the Kickemuit River; meaning, at the narrows.

WAMSETTA: The oldest son and successor of Massassoit as chief sachem of the Wampanoags, whose English name was Alexander. He succeeded to the government of the tribe on the death of his father, in 1661; married Weetamoe, squaw sachem of Pocasset; died suddenly, 166 , and was succeeded by his brother Philip, known as King Philip.

WATCHEMOQUIT: That part of Ancient Seekonk extending from the mouth of the Ten Mile River, along the Pawtucket and Providence Rivers to Wannamoisett.



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